

COMPLETION CONTRACT

THIS COMPLETION CONTRACT is made this ____ day of April, 2019 by and between the Board of County Commissioners of Lancaster County, Nebraska ("County") and Bauer Underground, Incorporated ("Completion Contractor").

WITNESSETH:

WHEREAS, on or about August 21, 2018, County entered into an Agreement with TCW Construction, Inc. ("TCW"), a copy of which is attached hereto as Exhibit 1 and made a part hereof ("Original Contract"), wherein TCW agreed to perform the work and supply the labor, materials, and equipment necessary to perform the work for the project known as Bid No. 18-172, Project No. 17-09, Concrete Box Culverts G-111 and G-144 ("Project") for the sum of \$377,025.15;

WHEREAS, by letter dated March 15, 2019, TCW acknowledged that it was unable to complete the performance of the work on the Project or comply with its contractual obligations under the Original Contract and was in default; and

WHEREAS, County and Completion Contractor are desirous of entering into a contract whereby Completion Contractor will complete the Project in accordance with the terms of Original Contract as modified by change orders, amendments, and any other modifications which may be made.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth the parties hereto agree:

1) **Covenants of Completion Contractor**

a) Completion Contractor represents:

- (1) It has received copies of or been provided access to all terms, conditions, and requirements of the Original Contract, including the following, which are known herein as the "Completion Documents":
 - a. Contract Agreement
 - b. Suppliers' Response
 - c. The drawings identified as Lancaster County Engineering Department, Lancaster County, Nebraska Plans for Construction, Concrete Box Culverts, G-111 and G-144, Project No. 17-09, stamped May 19, 2017, prepared by Lancaster County Engineering Department, 444 Cherrycreek Road, Building C, Lincoln, Nebraska 68528
 - d. Addendum #1
 - e. Instructions to Bidders
 - f. Supplemental Instructions to Bidders

- g. Map of Concrete Box Culverts G-111 and G-144
- h. Accepted Proposal of Contractor
- i. Contractor Work Resume Form
- j. Project Schedules Form
- k. Special Provisions
- l. Barricade and Detour Plans
- m. Performance and Labor and Material Payment Bond
- n. Purchasing Agent Appointment
- o. Nebraska Resale or Exempt Sales Certificate
- p. Tax Assessment Form
- q. Employer Classification Act Instructions
- r. Employee Classification Act Affidavit
- s. Insurance Clause and Certificate
- t. Change Order #1
- u. 2007 Edition of the Nebraska Department of Roads Standard Specifications for Highway Construction

(2) It is fully familiar with the contents of the above listed documents, the job site and the condition thereof.

(3) It has the present knowledge, ability, and expertise to fulfill all of the obligations of the Original Contract and to complete the work under the Original Contract.

b) Completion Contractor will commence work on the Project and perform and complete all work under the Original Contract and the Completion Documents in accordance with the terms of the Original Contract except:

(1) The estimated contract sum for the completion of the Project shall be \$460,000 based on the Bauer Unit Prices, attached hereto as Exhibit 2.

(2) Time of commencement of the work on the Project shall be no later than seven (7) days after the receipt of the County's written notice to proceed and will be completed within forty-three (43) working days of commencement.

c) Completion Contractor will provide, with the execution of this Contract, a Performance and Labor and Material Payment Bond, insurance policies, a completed Purchasing Agent Appointment, a completed Tax Assessment Form, and a completed Employee Classification Act Affidavit and such forms as are required by the Original Contract.

2) **Covenants of County**

- a) County shall pay to Completion Contractor in accordance with the Bauer Unit Prices for the completion of Original Contract work on the Project in the same manner and upon the same terms as set forth in the Original Contract.
- b) County accepts Completion Contractor for the completion of the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

COUNTY

COMPLETION CONTRACTOR

By: _____

By: J.D. AL

Title: _____

Title: Infrastructure Division Manager

STATE OF _____)
) SS
 COUNTY OF _____)

PERFORMANCE AND LABOR AND
MATERIAL PAYMENT BOND

Bond No. 138121

KNOW ALL MEN BY THESE PRESENTS, that we, Bauer Underground Inc as principal, hereinafter referred to as "Contractor," and Universal Surety Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of Four Hundred Sixty Thousand Dollars and NO /100 (\$460,000.00) lawful money of the United States for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor has entered into a certain contract with the County, dated April, 2019, which contract hereby defined to include all contract documents (instructions to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings) is by reference hereby made a part hereof and is hereinafter referred to as "Contract" for Project No.

Nebraska. **Completion Contract - TCW Construction, Concrete Box Culverts G-111 and G-144, Bid No. 18-172, County Project 17-09**

NOW, THEREFORE, IF THE Contractor (1) shall in all particulars well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the Contract according to the true intent and meaning in each case AND save harmless and defend the County from all suits, judgments, damages, costs, charges, and expenses which may accrue from failure to do so AND make good any and all guarantees which the Contract may require of the Contractor or of the subcontractors; and (2) shall duly pay for all labor, materials, equipment, tools, repairs on machinery, provisions, utilities, fuels, lubricants, and all other supplies or materials actually used or rented by the Contractor or by the subcontractors in performance of the Contract including all insurance premiums on insurance required by the Contract together with interest as provided by law - THEN this obligation shall be and become null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect the Surety's obligation on this bond; and the Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, this bond is executed this 26th day of April, 2019

Bauer Underground Inc

Contractor



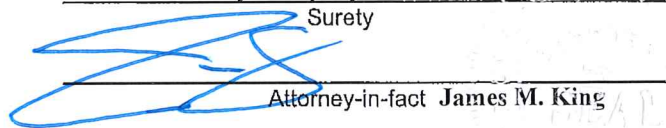
President

P.O Box 39 Norfolk, NE 68701

Address

Universal Surety Company

Surety



Attorney-in-fact **James M. King**

735 S. 56th St Lincoln, NE 68510

Address

Jim Cox

Witness

3700 Norfolk Ave, Norfolk, NE 68701

Address

Kara Stage

Witness

735 S. 56th St Lincoln, NE 68510

Address

(Accompany this bond with Attorney-in-fact's authority from Surety, certified to include the above date of the bond.)

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska } Secretary/Treasurer
County of } ss. Lancaster

By

President

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 26th day of April, 20 19.

Philip C. Abel

Director



Tax Assessment Form
Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Bauer Underground Inc., do hereby certify that all equipment to be used on County Project No. 17-09; Concrete Box Culverts G-111 and G-144, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Madison County,

DATED this 1st day of May, 2019.

By: J.D. Adams
Title: Infrastructure Division Manager

STATE OF Nebraska)
COUNTY OF Lancaster)ss.

On May 2, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came J.D. Adams, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

State of Nebraska – General Notary
CRYSTAL R. WHITAKER
My Commission Expires
April 24, 2020

(SEAL)

Crystal R. Whitaker
Notary Public
April 24, 2020
My Commission Expires

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purpose of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, Bauer Underground, Inc., herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with *Neb. Rev. Stat. 4-114*.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with state or any political subdivision pursuant to *Neb. Rev. Stat. 48-2912* of this Act.
6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

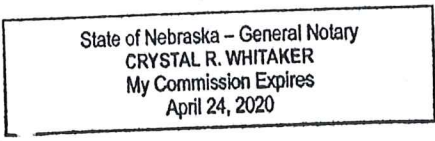
I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Jonathan Daniel (JD) Adam
(First, Middle, Last)

SIGNATURE: *JD Adam*

TITLE Infrastructure Division Manager

State of Nebraska)
)ss.
County of Lancaster)



This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 2nd day of May, 2019.

Crystal R. Whitaker
Notary Public

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-09

CONCRETE BOX CULVERTS G-111 AND G-144

Part A

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on August 1, 2018 and to complete all work on or before December 15, 2018. This project will be considered Working day project.

The bidder may begin work on the contract before the date specified herein provided such a change is acceptable to the County Engineer, and that the Contractor has obtained written permission to do so.

Paragraph 2 of Section 108.08 of the Standard Specifications will be amended to provide an internal liquidated damage of \$1,000.00 per work day for each and every work day that the work at a particular site remains incomplete beyond the time period specified in the Project Schedule. In the event that the Contractor fails to complete all of the work on the contract by the completion date specified in the proposal liquidated damages will be assessed in accordance with Section 108.08 of the Standard Specifications. In no case will the Contractor be subject to both the internal liquidated damage and the liquidated damage prescribed for failure to complete the contract on or before the date specified in the proposal.

The Contractor will complete the work on this contract within the time periods specified below, once work has begun at a particular site.

Part No.	Working Days Allowed
I. G-111	30
II. G-144	30

Part B

The Contractor is free to complete the work at the various sites on the project in any order that the Contractor desires, with the following exceptions/restrictions:

Construction on G-111 and G-144 may not begin until after Lancaster County obtains the required permits.

The following is the sequence that the bidder proposes to use to complete the work under this Contract. Bidder shall estimate the chronological order of the work and report accordingly.

	STRUCTURE NO./WORK DESCRIPTION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	<u>G-111</u>	<u>Following NTP</u>	<u>July 1st</u>
2.	<u>G-144</u>	<u>Following completion of floor on G-111</u>	<u>July 15th</u>

The Contractor will attach this form to the E-Bid in the "Response Attachment" section



Company Information, Key Project Members, References
Lancaster County Box Culverts

Organizational Information:

Bauer Underground Incorporated was founded in 1997 originally named Bauer Trenching and being a sole proprietorship owned by Stu Bauer. Originally serving as support for other local utility contractors. After 5 years Bauer Underground became incorporated and Stu gained a partner in the business named John Schopke. Slow and methodical growth supported by proper planning has led Bauer Underground from a 1979 Ford flatbed, yard plow, one employee to a company over 150 employees strong with 5 offices across Nebraska. Our home office is in Norfolk with satellite offices in Omaha, Lincoln, Kearney and Ogallala.

Bauer Underground serves as the general contractor for ALLO Communications, Nebraska Link, Stealth Broadband and Mid-states Data Transport. We are also contracted with the City of Lincoln as their Traffic, Fiber, Water, and On-call street repair contractor. Also working closely with the several villages, towns and city's including Lynch, Battlecreek, Tilden, Norfolk, West Point, Columbus, Grand Island, Kearney and North Platte. Bauer Underground also works with Nebraska Public Power, Lincoln Electric Systems, several independent phone companies, and other contractors.

We have never lost our small-town values and keep close in our minds our humble beginnings. Our mission is to develop strong partnerships with everyone that we work with through setting the standard that everyone else gets judged against. It is not enough for us to just get a job done. We demand that every jobsite is better than we found it and look for ways to make every aspect of our work safer smarter and stronger. Bauer's goal is to be the "*Contractor of Choice*".

Bauer Underground has worked hard to expand in a methodical way that keeps us true to our mission. Stu is still the President/owner of the company and visits several offices every week. Ensuring that his vision for the company is on track. Our Vice President, John Schopke, has been with the company the longest and runs our western Nebraska operations. Curtis Lancaster is our Director of Operations and has been with the company for 3 years. He like Stu visits several offices each week to make sure all employees have everything they need to be successful. Rob Everett has been with the company for 10 years and is the Director of Special Projects. He leads a team that takes on our biggest projects from design to completion. JD Adam, Infrastructure Division Manager, leads a group that does concrete paving, box culverts, and other infrastructure needs.

Bauer Underground Inc offers trenching services, horizontal drilling, aerial linework, plowing, concrete work, and site preparation. We also have dedicated teams for project management that can design, build and deliver your visions.



Company Information, Key Project Members, References
Lancaster County Box Culverts

Box Culvert Management Experience:

Bauer Underground recently expanded our operations to include an Infrastructure Division. As part of this division, Bauer hired key craftsmen and managers from a long-term Lincoln company which stopped operations. The recent expansion has allowed Bauer to enter the market with a solid experience record backed by the strength of Bauer Underground.

Key Project Members:

Randy Hill - Project Superintendent

- Nebraska Department of Transportation Red Cloud Box Culverts.
- Nebraska Department of Transportation West "O" Box Culverts.
- City of Lincoln / Nebraska Department of Transportation Coddington at West Van Dorn.
- Agnew North and South on Highway 79 performed subcontract work for PAVERS. Formed and pour (5) five new box culverts and placed extensions at (9) nine locations for existing box culverts.

J.D. Adam - Project Manager

- Florida Department of Transportation Box Culvert extension at I-4 / I-75
- Texas Department of Transportation Williamson County Box Culverts on SH195
- Texas Department of Transportation Tarrant County Box Culverts on SH114 (two projects)
- North Texas Tollway Authority Chisolm Trail Parkway Extension Section 4 Box Culverts

Project Safety Training:

Bauer Underground has worked hard and will continue to train our employees to work in a safe manner. We have a comprehensive Safety Manual to that is fully supported by all management of Bauer Underground. The construction of box culverts typically require an open excavation. Bauer has a very strict excavation and trench policy to help protect project staff, utilities, and the general public.



Company Information, Key Project Members, References
Lancaster County Box Culverts

Project Experience:

Three Rivers Telco Fiber to the Home

- Bauer Underground placed 800 miles of fiber and coax in a 4-year project for Three Rivers Telco. The project was a complete fiber to the home turnkey overbuild of their existing system. Bauer Underground worked with various cities including Lynch, Springview, Naper, Johnstown and Long pine during the build. We still enjoy a great relationship with Three Rivers and the cities mentioned to this day.

Nebraska Link Long Haul Project

- This project placed over 1800 miles of long haul fiber for Nebraska Link. Yet another turnkey project where Bauer Underground was responsible for everything from the first bore to the fiber being active and turned over. The project helped create a redundant loop for Nebraska Link around the whole state of Nebraska. Bauer Underground still to this day helps maintain this system.

Great Plains Communications Omaha overbuild

- Bauer Underground placed over 100 miles in the Omaha Downtown and Metropolitan area. The project was 100 percent underground and lasted 11 months including a 3 month break for winter. The project went from the west side of the city into the heart of downtown and back out. Creating a redundant loop for our customer. Bauer Underground recorded zero incidents involving other utility's being damaged on the project.

ALLO Communications Lincoln Fiber to the Home

- Bauer Underground started work on the ALLO project in June of 2016 and became the general contractor for the project in January of 2017. Bauer Underground and its teams bored over 570 miles in 2017 all in the city limits of Lincoln, NE. In total the ALLO project was over 8 million bore feet and over 75 million dollars. We worked with ALLO, USIC, LES, Black Hills Energy and the City of Lincoln to provide a safe and productive project for all involved. We have achieved this by having our own inspection and engineering teams involved in all day to day operations. Weekly safety meetings and open communications between all parties has been our greatest asset on this project.



Company Information, Key Project Members, References
Lancaster County Box Culverts

References:

City of Lincoln

Shane Dostal, sdostal@lincoln.ne.gov (402) 525-7852
Scott Opfer, sopfer@lincoln.ne.gov (402) 525-5619
David Young, DYoung@lincoln.ne.gov, 402-430-8060

PAVERS

Mike Tidball, mtidball@paversinc.com (402) 875-1469

ALLO Communications

330 S 21st street
Lincoln, NE 68510
Brad Moline, President
(308) 633-7802

City of Ft Morgan

710 E Railroad Ave
Ft Morgan, CO 80701
Doug Linton, Director of Light and Power
(970) 867-4310

Nebraska Link

3900 NW 12th St Suite 100
Lincoln, NE 68521
Chris Johnson, Director of Operations
(402) 750-5543

Additional References Upon Request



Company Information, Key Project Members, References
Lancaster County Box Culverts

Letters of Recommendation:



POWER

April 11, 2019

To whom it may concern:

I am writing this letter of recommendation for Bauer Underground, Inc. and their underground and overhead crews. The City of Fort Morgan, situated in rural Colorado, contract Bauer Underground in our 2018 Fiber Construction Project that took place from April to November. I, the Light and Power Superintendent, was tasked with finding a company that aligned with our overall goals of the project. There is no doubt in my mind that I made the right choice in hiring Bauer Underground.

I was most impressed not only the work that they completed but also the morale that Bauer Underground had during construction. Everyone on the crew possessed a positive attitude, customer service, and knowledge. These skills created an open communication channel between their crews and the City of Fort Morgan. They also had a concern for creating an atmosphere that would benefit the citizens of the City. They had the utmost respect and professionalism while working. These efforts and qualities should not be overlooked in deciding upon a contracting company.

Bauer Underground, Inc's crews have set a very high standard for the City of Fort Morgan moving forward. The original scope of the project was to extend construction into 2019; however, the crews completely finished both early and under budget. They played a huge role in the success and achievements we have reached at the City of Fort Morgan. It is because of those strong qualities that I will hire Bauer Underground, Inc. in future projects.

If there are any further questions or concerns, I would be happy to assist in any way possible. I can be reached by phone at (970) 542-3912 or email at Doug.Linton@cityoffortmorgan.com.

Sincerely,

Doug Linton

City of Fort Morgan

710 E. Railroad Avenue
Administration (970) 867-4310

P.O. Box 100, Fort Morgan, CO 80701
UtilityBilling (970) 867-4350 Fax (970)867-3039

NebraskaLink

Date: 4/11/19

Subject: Letter of Recommendation

From: Chris Johnson
Director of Operations
NebraskaLink Holdings LLC

To whom it may concern:

I am writing this letter of recommendation for Bauer Underground and adding my contact information as a reference to Bauer Underground for their underground and overhead work quality.

In May of 2011, NebraskaLink selected Bauer Underground as our General Contractor for 550 miles of rural and urban fiber to be placed throughout the state of Nebraska to complete our state-of-the-art fiber optical statewide network. They completed this project in 18 months, ahead of schedule and on budget. Due to the overwhelming success of this project and the high ethical standards, work ethic and attention to detail, we selected Bauer to be our permanent GC. To date, Bauer has installed over 2500 miles of fiber for NebraskaLink. I firmly believe that we couldn't have completed our network builds without the partnership with Bauer Underground. Due in large part to the fact that Bauer Underground quickly earned our trust which allowed our staff to manage several projects knowing that the Bauer Team could run unsupervised and NebraskaLink would receive the quality product we came to expect.

Personally, I have known Stu Bauer & John Schopke 15 years and known Rob Everett for 8 years. I have never seen this level of integrity, honesty and hard work from any other company in their respective field. I have no doubts that if Bauer Underground is to be selected, you will have no regrets and will forge the same lifelong partnership as NebraskaLink.

Feel free to contact me if you have any further questions.

Chris Johnson

Chris Johnson | Director of Operations
3900 NW 12th St · Suite 100 · Lincoln, NE 68521
402.817.4992 Office · 402.750.5543 Mobile
Chris.johnson@nebraskalink.com

NebraskaLink



CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-09

CONCRETE BOX CULVERTS G-111 AND G-144

The following is a list of projects recently completed by Bauer Underground, Inc which are thought to
(Firm Name)
be similar in nature to the work required in the aforementioned project:

1. _____
Owner Project Name and/or Number

_____ Contract Amount Completion Date
Street Address

_____ Zip
City State

_____ (_____) _____
Name Owner's Representative Phone

Brief Description of Work

See attached resume for work completed.

2. _____
Owner Project Name and/or Number

_____ Contract Amount Completion Date
Street Address

_____ Zip
City State

_____ (_____) _____
Name Owner's Representative Phone

Brief Description of Work

3. _____
Owner Project Name and/or Number

_____ Street Address _____ Contract Amount _____ Completion Date

_____ City State Zip

_____ (_____) _____
Name Owner's Representative Phone

_____ Brief Description of Work

4. _____
Owner Project Name and/or Number

_____ Street Address _____ Contract Amount _____ Completion Date

_____ City State Zip

_____ (_____) _____
Name Owner's Representative Phone

_____ Brief Description of Work

Refer to the Amendment of Section 102, Article 102.02 of the Standard Specifications Qualification of Bidder prior to completing this form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAPKG6609901

Named Insured: BAUER UNDERGROUND, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/1/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated

Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT.

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph e. is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS**, Paragraph **B. 5.**

5. Other Insurance

- e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZAPKG6609901

Named Insured: BAUER UNDERGROUND, INC.

Endorsement Effective Date: 11/01/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	PER SCHEDULE ON FILE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	PER SCHEDULE ON FILE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
ANY STATE OR POLITICAL SUBDIVISION WHERE REQUIRED BY CONTRACT, PERMIT OR AUTHORIZATION PROVIDED SUCH CONTRACT, PERMIT OR AUTHORIZATION WAS ISSUED PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

POLICY NUMBER: ZAWCI6606701

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2018	Policy No. ZAWCI6606701	Endorsement No.
Insured BAUER UNDERGROUND, INC		Premium INCL.
Insurance Company ARCH INSURANCE COMPANY		

DATE OF ISSUE: 11-02-18

Countersigned By _____

C-18-0482

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 18-172

Project No: 17-09

CONCRETE BOX CULVERTS G-111 AND G-144

TCW Construction Inc.

141 M Street

Lincoln, NE 68508

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 21st day of August, 2018, by and between TCW Construction Inc., hereinafter called the Contractor, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No. 18-172, Project No. 17-09, Concrete Box Culverts G-111 and G-144; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay the Contractor for the performance of the work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of: Three Hundred Seventy Seven Thousand Twenty Five Dollars and 15/100 (\$377,025.15).
3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on August 1, 2018 (*or upon notice to proceed by the County*) and shall be completed on or before December 15, 2018 (*or within 60 working days*).
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
 1. Addendum #1
 2. Instructions to Bidders
 3. Supplemental Instructions to Bidders
 4. Map
 5. Accepted Proposal of Contractor
 6. Contractor Work Resume Form
 7. Project Schedule Form
 8. Special Provisions
 9. Barricade and Detour Plans
 10. Performance and Labor and Material Payment Bond
 11. Purchasing Agent Appointment
 12. Nebraska Resale or Exempt Sale Certificate
 13. Tax Assessment Form
 14. Employer Classification Act Instructions
 15. Employee Classification Act Affidavit
 16. Insurance Clause and Certificate

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

Dan Galte
County Clerk

BY THE BOARD OF COUNTY COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

Bill Avery
Dan Schorr
Todd Welch
Jennifer J. Binkman
Bonnie Binkman

Contract and Bond Approved as to Form

this 21st day of AUGUST, 2018

[Signature]
Deputy County Attorney

EXECUTION BY CONTRACTOR

IF A CORPORATION:

TCW CONSTRUCTION INC.
Name of Corporation

ATTEST:

Christy Workman
Secretary

141 M STREET
(Address) LINCOLN, NE 68508

By: Joseph M DeFazio
Duly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL
- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
 - 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
 - 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
 - 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
 - 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD
- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
 - 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
 - 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
 - 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
 - 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
 - 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
 - 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
 - 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION
- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
 - 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT
- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS
- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
 - 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
 - 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see Insurance Clause for All County Contracts).

20. EXECUTION OF CONTRACT

20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. PURCHASE ORDER, unless otherwise noted.
1. This contract shall consist of a Lancaster County Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. CONTRACT, unless otherwise noted.
1. County will furnish 2 copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

LANCASTER COUNTY

COUNTY-CITY BUILDING
LINCOLN, NEBRASKA 68508
BOARD OF COMMISSIONERS

Telephone: (402) 441-7410
FAX: (402) 441-6513

ADDENDUM #1
Issue Date: 6/19/18
Bid No. 18-172

FOR

Concrete Box Culverts G-111 and G-144, Project 17-09

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following questions answered:

Question 1: Will the county allow a completion date of May 1 2019 for this project?

Answer: No, the completion date is to remain as December 15, 2018 as specified in the specs.

Question 2: Incorporating Crushed Rock Surfacing and Crushed Rock Surface Course – the “Incorporating Crushed Rock Surfacing” spec on page 26, paragraph 3 states materials, among other items, shall be included in this pay item, which is paid per station. “Crushed Rock Surface Course” (page 26), which is paid per ton, also states that material shall be included, but provides NDOR material specifications. Typically, the crushed rock material is paid per ton by the Crushed Rock Surface Course bid item and the work (labor/equipment etc.) to incorporate the crushed rock is paid by the Incorporating Crushed Rock Surfacing bid item. Can you confirm that the crushed rock material shall be included only in the “Crushed Rock Surface Course” bid item?

Answer: No, the crushed rock material is not included only in the “Crushed Rock Surface Course” bid item.

Crushed rock that will be incorporated into the subgrade is paid under the pay item “Incorporating Crushed Rock Surfacing” per the provision that “this price shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work” and is paid by the station since it involves the additional effort and equipment necessary to both spread the rock and to incorporate the rock by scarifying the upper six inches of the subgrade, thoroughly mixing it by diking methods, then compacting (and often adding water, paid for as a separate line item) and shaping to meet the typical cross section shown in the plans.

The crushed rock that is to be spread on top of the incorporated crushed rock is paid under the item “Crushed Rock Surface Course” per the provision that “the work included in this section of the Special Provisions will include furnishing all labor, material, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals to furnish, load, haul, spread crushed rock surface course materials as shown on the plans” and is paid by the ton as the additional work associated with incorporation is not required.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

COMMISSIONERS

TODD WILTGEN * BILL AVERY * DEB SCHORR * ROMA AMUNDSON * JENNIFER BRINKMAN
KERRY EAGAN, Chief Administrative Officer

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Lancaster County Engineering Department
Road and Bridge Construction Projects

This project shall be subject to and performed in accordance with the Instructions to Bidders, and with the revisions and amendments listed below. In the event of a conflict with the Instructions to Bidders, the Supplemental Instructions listed below shall control and take precedence. Contractors must register as a vendor with City/County Purchasing to receive electronic bid (E-Bid) notices and must submit their bid via the E-Bid system. Please call (402) 441-8309 or (402) 441-8103 for assistance.

1. Section 1.3 is not applicable to this project.
2. Section 5.1 shall be amended as follows: Bidders shall promptly notify the Lancaster County Engineering Department of any ambiguity, inconsistency, or error which they may discover upon examination of the specification documents.
3. Section 10 is not applicable to this project and is replaced by the following:

DELIVERY (Construction): All bids shall be based on the delivery schedule specified in the Special Provisions and/or Project Schedule Form. Time required for delivery of labor, materials, services, etc... as specified above is hereby made an essential element of the bid.

4. Section 15 is not applicable to this project.
5. The following sections are added to the Instructions to Bidders:

- 1) STANDARD SPECIFICATIONS. The work as detailed on the plans shall be completed in accordance with the requirements of the Nebraska Department of Roads 2007 Standard Specifications for Highway Construction. The Nebraska Department of Roads 2007 Standard Specifications for Highway Construction (NDOR Standard Specifications), including all amendments, Supplemental Specifications and additions thereto effective at the date of the contract, the Special Provisions, plans, and all supplementary documents are essential parts of the contract.

- 2) Section 111 of the Standard Specifications is null and void and is replaced by the following:

BID DOCUMENTS. Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be viewed at the office of the County Engineer or may be downloaded via the City/County e-bid process. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood. Bidders are encouraged to personally inspect the location of the project upon which they are bidding. Upon award of the Contract, the Contractor may request up to three (3) additional sets of Plans and Specifications at no charge. Additional Specification may be purchased by payment of the current reproduction fee.

- 3) Section 2 shall be amended to include the following:

The bidder will furnish a Bidder's Bond for not less than five percent (5%) of the total bid made payable to the County Treasurer of Lancaster County, Nebraska, which is to be retained as liquidated damages in case the bidder fails to enter into a Contract with sufficient bond for the full amount of the Contract price within ten (10) calendar days from the date of the award of the Contract to the bidder.

- 4) Section 20 shall be amended to include the following:

Within ten (10) calendar days after the award of the bid, the successful bidder must execute a written contract between the bidder and the County; such contract will incorporate the County's contract documents and be on forms provided by the County. Failure to enter into such a contract with the County within such time period will cause a forfeiture of bidder's bid security to the County as fully liquidated damages.

Also within such time period, the successful bidder must furnish on forms provided by the County a Performance and Labor and Material Payment Bond in the sum of one hundred percent (100%) of the contract price, executed by the bidder and a corporate surety company authorized to transact business in the State of Nebraska. Such bond shall be conditioned upon the faithful performance of all terms and conditions of the contract documents, including the holding harmless of the County from failure to do so and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and materialmen who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.

- 5) If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

LANCASTER COUNTY, NEBRASKA

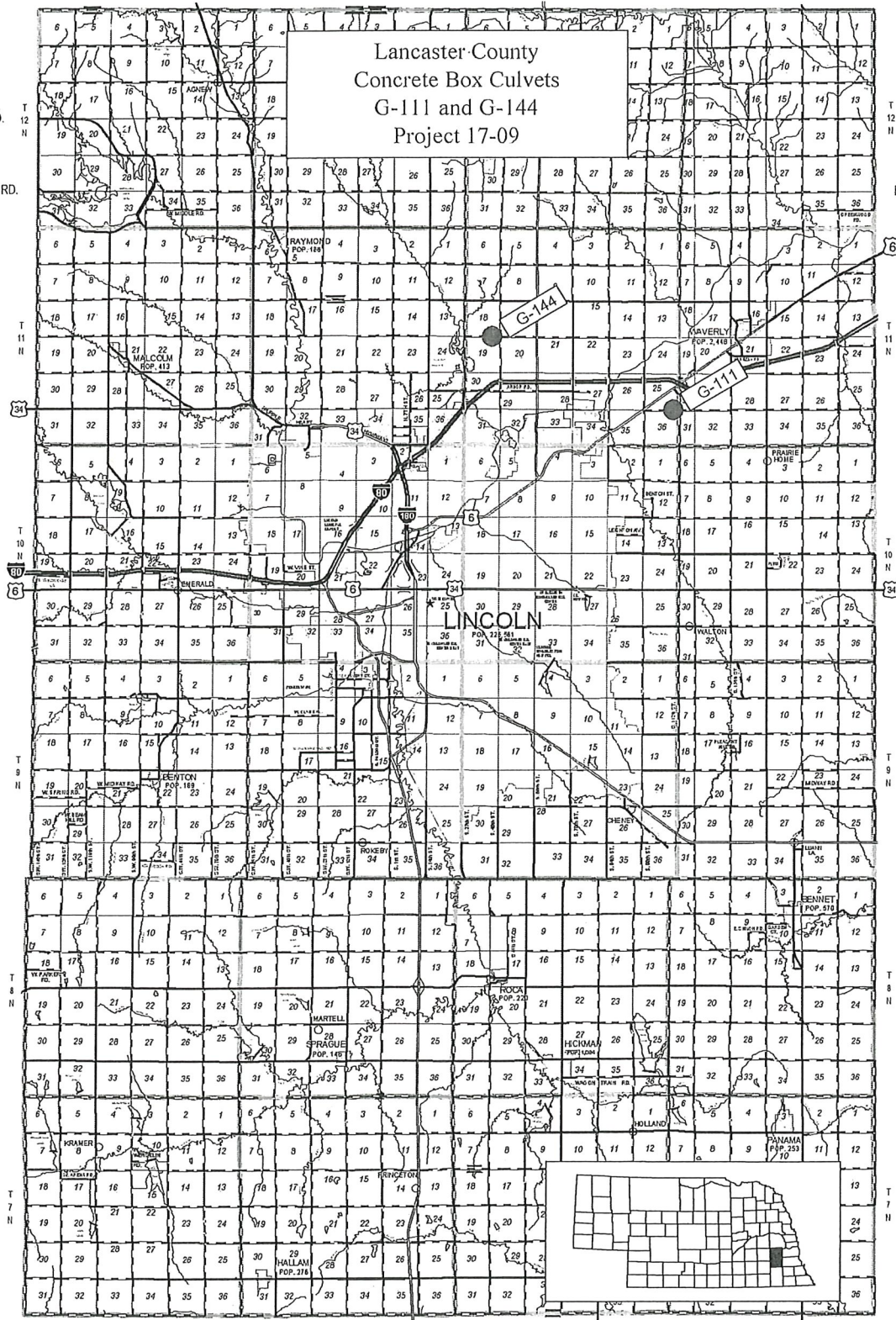


NO SCALE

NW 140TH ST. NW 128TH ST. NW 112TH ST. NW 105TH ST. NW 98TH ST. NW 84TH ST. NW 70TH ST. NW 56TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 56TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 112TH ST. N. 120TH ST. N. 134TH ST. N. 141ST ST. N. 148TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.

W. ASHLAND RD.
W. LITTLE SALT RD.
W. AGNEW RD.
W. ROCK CREEK RD.
W. DAVEY RD.
W. BRANCHED OAK RD.
W. RAYMOND RD.
W. MILL RD.
W. WAVERLY RD.
W. BLUFF RD.
W. McKELVIE RD.
W. ALVO RD.
W. FLETCHER AV.
W. SUPERIOR ST.
W. ADAMS ST.
W. HOLDREGE ST.
W. 'O' ST.
W. 'A' ST.
W. VAN DORN ST.
W. PIONEERS BLVD.
W. OLD CHENEY RD.
W. DENTON RD.
W. YANKEE HILL RD.
W. ROKEBY RD.
W. SALTILLO RD.
W. BENNET RD.
W. WITTSTRUCK RD.
W. ROCA RD.
W. MARTELL RD.
W. SPRAGUE RD.
W. STAGECOACH RD.
W. PANAMA RD.
W. OLIVE CREEK RD.
W. PRINCETON RD.
W. PELLA RD.
W. HALLAM RD.
W. GAGE RD.

ASHLAND RD.
LITTLE SALT RD.
AGNEW RD.
ROCK CREEK RD.
DAVEY RD.
BRANCHED OAK RD.
RAYMOND RD.
MILL RD.
WAVERLY RD.
BLUFF RD.
McKELVIE RD.
ALVO RD.
FLETCHER AV.
HAVELOCK AV.
ADAMS ST.
HOLDREGE ST.
'O' ST.
'A' ST.
VAN DORN ST.
PIONEERS BLVD.
OLD CHENEY RD.
PINE LAKE RD.
YANKEE HILL RD.
ROKEBY RD.
SALTILLO RD.
BENNET RD.
WITTSTRUCK RD.
ROCA RD.
MARTELL RD.
HICKMAN RD.
STAGECOACH RD.
PANAMA RD.
OLIVE CREEK RD.
PRINCETON RD.
PELLA RD.
FIRTH RD.
GAGE RD.



SW 142ND ST. SW 128TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 29TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Purchasing Agent	Contact
Phone	1 (402) 441-8309 x			Department
Fax	1 (402) 441-6513 x			Building
Bid Number	18-172 Addendum 1	Department		Floor/Room
Title	Concrete Box Culverts G-111 and G-144, Project 17-09 (Co. Engineer)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	6/15/2018 02:41 PM (CT)	Telephone	(402) 441-8309 x	Email
Close Date	6/27/2018 12:00:00 PM (CT)	Fax		
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company	TCW Construction Inc.
Address	141 M St. Lincoln, NE 68508
Contact	Mr. Joseph M. Delgado
Department	
Building	
Floor/Room	
Telephone	(402) 475-5030
Fax	(402) 475-5049
Email	jdelgado@tcwconstruction.com
Submitted	6/26/2018 07:37:28 PM (CT)
Total	\$377,025.15

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Joseph M. Delgado

Email jdelgado@tcwconstruction.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, contact our office at 402-441-8103 to set up a training session in Purchasing or assistance over the phone.

Bid Activities

Date	Name	Description
6/27/2018 12:00:00 PM (CT)	Intent to Bid - General Contractor Listing	If you intend to bid as a Sub Contractor, select "No, I do not intend to respond to this opportunity" in the Response Intent Box, click Save. Click "Intent" a second time, select "Yes, I intend to respond to this opportunity" in the Response Intent Box, click Save.

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Supplemental Instructions to Bidders	I acknowledge reading and understanding the Supplemental Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: http://www.dor.state.ne.us/ref-man/	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid if my company has not completed work for Lancaster County in the last 3 years.	Yes
6	Method of Completion	I have attached my Method of Completion Form to this bid.	Yes
7	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
8	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
9	Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes

12 Bid Bond Submission	<p>I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.</p> <p>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</p>	I have scanned and attached my bid bond.
13 Project Dates	<p>The Contractor agrees that the Work in this Contract shall commence on August 1, 2018 (or upon notice to proceed by the County) and shall be completed on or before December 15, 2018.</p>	Yes
14 Unit Price Spreadsheets	<p>I acknowledge the Excel spreadsheets are attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.</p>	Yes
15 Employee Class Act Affidavit	<p>I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.</p>	Yes
16 Contact	Name of person submitting this bid:	Joseph M. Delgado
17 Electronic Signature	Please check here for your electronic signature.	Yes
18 U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No. Corporation in the State of Nebraska
19 Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Concrete Box Culvert G-111, Project 17-09 -- Total Lump Sum attached spreadsheet.	\$196,648.27

Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes: There is a formula error that was not corrected in the proposal spreadsheet. Mr. Walla is aware of this issue. Spreadsheet total is incorrect. Total listed above is correct.

2	1	Lump Sum	Concrete Box Culvert G-144, Project 17-09 -- Total Lump Sum attached spreadsheet.	\$180,376.88
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

Response Total: \$377,025.15

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
Project No. 17-09; Concrete Box Culverts G-111 and G-144					
Part I - (G-111)					
Group 1 - Grading					
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,575.88	\$1,575.88
2	Large Tree Removal	5.00	Each	\$600.49	\$3,002.45
3	Large Stump Removal	1.00	Each	\$553.43	\$553.43
4	Excavation (Established Quantity)	1,272.00	Cu.Yds.	\$14.52	\$18,469.44
5	Rock RipRap, Type B	505.00	Ton	\$51.82	\$26,169.10
6	Salvaging And Placing Rock RipRap (Est. Quantity)	68.00	Ton	\$22.11	\$1,503.48
7	Salvaging And Placing Top Soil On Rip-Rap	381.00	Sq.Yds.	\$5.28	\$2,011.68
8	Water	5.00	M.Gal	\$44.99	\$224.95
9	Crushed Rock Surface Course	72.00	Ton	\$23.93	\$1,722.96
10	Incorporating Crushed Rock Surfacing	3.00	Station	\$202.67	\$608.01
Total Group 1 =					\$55,841.38
Group 4 - Culverts					
11	Remove Existing Structure At Sta. 40+00	1.00	Each	\$612.81	\$612.81
12	Excavation For Box Culverts	354.00	Cu.Yds.	\$6.64	\$2,350.56
13	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	62.00	Cu.Yds.	\$10.88	\$674.56
14	Class 47B-3000 Concrete For Box Culverts	156.69	Cu.Yds.	\$389.21	\$60,985.31
15	Reinforcing Steel For Box Culverts	15,169.00	Lbs.	\$1.62	\$24,573.78
16	Crushed Rock Base Course For Box Culverts	41.00	Ton	\$76.33	\$3,129.53
17	Steel Sheet Piling For Turndowns	911.00	Sq.Ft.	\$16.68	\$15,195.48
18	Tapping Concrete Box Culvert	3.00	Each	\$101.06	\$303.18
19	24" Culvert Pipe, Type 3	145.00	Lin. Ft.	\$60.18	\$8,726.10
20	Class 47B-3000 Concrete For Headwalls	2.03	Cu.Yds.	\$1,038.81	\$2,108.78
21	Reinforcing Steel For Headwalls	124.00	Lbs.	\$2.56	\$317.44
22	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$98.35	\$393.40
23	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$79.22	\$316.88
24	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$49.54	\$198.16
25	Rental of Dump Truck, Fully Operated	4.00	Hour	\$83.99	\$335.96
26	Temporary Silt Fence	100.00	Lin. Ft.	\$4.82	\$482.00
27	Temporary Erosion Check, Type "Wattle"	100.00	Lin. Ft.	\$5.16	\$516.00
Total Group 4 =					\$121,219.94
Group 5 - Landscaping					
28	Seeding, Type "A"	0.08	Acre	\$3,441.50	\$275.32
29	Erosion Control, Class 1D	2,500.00	Sq.Yds.	\$2.06	\$5,150.00
30	Hydromulch	0.16	Ton	\$4,818.19	\$770.91
31	Fabric Silt Fence, High Porosity	100.00	Lin. Ft.	\$5.16	\$516.00
32	Erosion Checks, Type "Wattle"	160.00	Lin. Ft.	\$4.82	\$771.20
Total Group 5 =					\$7,483.43
Group 10 - General					
33	Construction Staking And Surveying	1.00	Lump Sum	\$4,818.20	\$4,818.20
34	Barricade, Type III	400.00	BarrDay	\$2.75	\$1,100.00
35	Construction Signs	240.00	SignDay	\$2.75	\$660.00
36	Mobilization (Part II)	1.00	Lump Sum	\$5,525.33	\$5,525.33
Total Group 10 =					\$12,103.53
Total All Groups =					\$196,648.28

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 17-09; Concrete Box Culverts G-111 and G-144 Part II - (G-144)				
	Group 1 - Grading				
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,423.70	\$1,423.70
2	Large Tree Removal	5.00	Each	\$600.49	\$3,002.45
3	Large Stump Removal	1.00	Each	\$553.43	\$553.43
4	Earthwork Measured In Embankment	889.00	Cu.Yds.	\$12.59	\$11,192.51
5	Rock RipRap, Type B	541.00	Ton	\$51.74	\$27,991.34
6	Salvaging And Placing Top Soil On Rip-Rap	297.00	Sq.Yds.	\$5.26	\$1,562.22
7	Water	5.00	M.Gal	\$44.99	\$224.95
8	Crushed Rock Surface Course	72.00	Ton	\$23.93	\$1,722.96
9	Incorporating Crushed Rock Surfacing	3.00	Station	\$202.67	\$608.01
	Total Group 1 =				\$48,281.57
	Group 4 - Culverts				
10	Remove Existing Structure At Sta. 20+00	1.00	Each	\$612.81	\$612.81
11	Remove Culvert Pipe At Sta. 19+45	1.00	Each	\$312.61	\$312.61
12	Excavation For Box Culverts	300.00	Cu.Yds.	\$6.64	\$1,992.00
13	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	89.00	Cu.Yds.	\$10.88	\$968.32
14	Class 47B-3000 Concrete For Box Culverts	144.00	Cu.Yds.	\$389.21	\$56,046.24
15	Reinforcing Steel For Box Culverts	14,850.00	Lbs.	\$1.40	\$20,790.00
16	Crushed Rock Base Course For Box Culverts	44.00	Ton	\$76.38	\$3,360.72
17	Steel Sheet Piling For Turndowns	786.00	Sq.Ft.	\$16.68	\$13,110.48
18	Tapping Concrete Box Culvert	3.00	Each	\$101.06	\$303.18
19	24" Culvert Pipe, Type 3	150.00	Lin. Ft.	\$60.18	\$9,027.00
20	Class 47B-3000 Concrete For Headwalls	2.01	Cu.Yds.	\$1,039.13	\$2,088.65
21	Reinforcing Steel For Headwalls	123.00	Lbs.	\$2.56	\$314.88
22	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$98.35	\$393.40
23	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$79.22	\$316.88
24	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$49.54	\$198.16
25	Rental of Dump Truck, Fully Operated	4.00	Hour	\$83.99	\$335.96
26	Temporary Silt Fence	100.00	Lin. Ft.	\$4.82	\$482.00
27	Temporary Erosion Check, Type "Wattle"	100.00	Lin. Ft.	\$5.16	\$516.00
	Total Group 4 =				\$111,169.29
	Group 5 - Landscaping				
28	Seeding, Type "A"	0.06	Acre	\$3,441.50	\$206.49
29	Erosion Control, Class 1D	3,277.00	Sq.Yds.	\$2.06	\$6,750.62
30	Hydromulch	0.12	Ton	\$4,818.17	\$578.18
31	Fabric Silt Fence, High Porosity	100.00	Lin. Ft.	\$5.16	\$516.00
32	Erosion Checks, Type "Wattle"	160.00	Lin. Ft.	\$4.82	\$771.20
	Total Group 5 =				\$8,822.49
	Group 10 - General				
33	Construction Staking And Surveying	1.00	Lump Sum	\$4,818.20	\$4,818.20
34	Barricade, Type III	400.00	BarrDay	\$2.75	\$1,100.00
35	Construction Signs	240.00	SignDay	\$2.75	\$660.00
36	Mobilization (Part III)	1.00	Lump Sum	\$5,525.33	\$5,525.33
	Total Group 10 =				\$12,103.53
	Total All Groups =				\$180,376.88

CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-09

CONCRETE BOX CULVERTS G-111 AND G-144

The following is a list of projects recently completed by TCW Construction, Inc., which are thought to
(Firm Name)
be similar in nature to the work required in the aforementioned project:

1. Lancaster County Various
Owner Project Name and/or Number

Street Address Contract Amount Completion Date

City State Zip

()
Name Owner's Representative Phone

Brief Description of Work

Comprehensive list of projects available upon award.

2. NDOT Various
Owner Project Name and/or Number

Street Address Contract Amount Completion Date

City State Zip

()
Name Owner's Representative Phone

Brief Description of Work

Comprehensive list of projects available upon award.

CONTRACT RESUME WORK FORM

Page 2

3. _____
Owner Project Name and/or Number

Street Address Contract Amount Completion Date

City State Zip

_____ (_____) _____
Name Owner's Representative Phone

Brief Description of Work

4. _____
Owner Project Name and/or Number

Street Address Contract Amount Completion Date

City State Zip

_____ (_____) _____
Name Owner's Representative Phone

Brief Description of Work

Refer to the Amendment of Section 102, Article 102.02 of the Standard Specifications Qualification of Bidder prior to completing this form.

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-09

CONCRETE BOX CULVERTS G-111 AND G-144

Part A

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on August 1, 2018 and to complete all work on or before December 15, 2018. This project will be considered Working day project.

The bidder may begin work on the contract before the date specified herein provided such a change is acceptable to the County Engineer, and that the Contractor has obtained written permission to do so.

Paragraph 2 of Section 108.08 of the Standard Specifications will be amended to provide an internal liquidated damage of \$1,000.00 per work day for each and every work day that the work at a particular site remains incomplete beyond the time period specified in the Project Schedule. In the event that the Contractor fails to complete all of the work on the contract by the completion date specified in the proposal liquidated damages will be assessed in accordance with Section 108.08 of the Standard Specifications. In no case will the Contractor be subject to both the internal liquidated damage and the liquidated damage prescribed for failure to complete the contract on or before the date specified in the proposal.

The Contractor will complete the work on this contract within the time periods specified below, once work has begun at a particular site.

Part No.	Working Days Allowed
I. G-111	30
II. G-144	30

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-09

CONCRETE BOX CULVERTS G-111 AND G-144

Part B

The Contractor is free to complete the work at the various sites on the project in any order that the Contractor desires, with the following exceptions/restrictions:

Construction on G-111, and G-144 may not begin until after Lancaster County obtains the required permits.

The following is the sequence that the bidder proposes to use to complete the work under this Contract. Bidder shall estimate the chronological order of the work and report accordingly.

	STRUCTURE NO./WORK DESCRIPTION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	<u>G111</u>	<u>TBD</u>	<u>12/15/18</u>
2.	<u>G144</u>	<u>TBD</u>	<u>12/15/18</u>

The Contractor will attach this form to the E-Bid in the "Response Attachment" section

REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS

The following are revisions, amendments and/or supplements to the Standard Specifications:

Section 101, Article 101.0317: **Commission.** Shall mean the Board of County Commissioners of Lancaster County, Nebraska.

Section 101, Article 101.0321: The word "Pre-Qualified" shall be eliminated from the definition of the term Contractor.

Section 101, Article 101.0328: **Department.** Shall mean the Lancaster County Engineering Department.

Section 101, Article 101.0335: **Engineer.** Shall mean the Lancaster County Engineer.

Section 101, Article 101.0349: The word "Pre-Qualified" shall be eliminated from the definition of the term Letting.

Section 101, Article 101.0383: **State.** Shall mean Lancaster County, Nebraska.

Section 102, Article 102.01: This section of the Standard Specification is null and void.

Section 102, Article 102.02: This section of the Standard Specification is null and void and will be replaced with the following:

QUALIFICATION OF BIDDERS.

The bidder shall either be currently qualified with the Nebraska State Department of Roads or have done work similar in nature for Lancaster County in the last three years for the group or groups of work to be bid on this contract or the bidder shall provide proof of responsibility to the satisfaction of Lancaster County. Proof of responsibility shall consist of completing and attaching the Contractor Work Resume Form to the e-bid in the Response Attachment Section. Additional information may be required by the County in order to determine a prospective bidder's qualifications.

Section 102, Article 102.05: This section of the Standard Specification is null and void (see E.E.O. requirements in Instructions to Bidders).

Section 102, Article 102.06: This section of the Standard Specification is null and void.

Section 102, Article 102.08: This section of the Standard Specification is null and void.

Section 102, Article 102.10 Paragraphs 1 and 2:

These sections of the Standard Specification are null and void and will be replaced with the following:

All bids will be submitted using the City of Lincoln/Lancaster County Purchasing Agents' e-bid system. Facsimile or e-mail bids are not acceptable.

Section 102, Article 102.11 Paragraphs 1(b), 1(c), 1(e), 1(f), 1(g), 1(h), and 1(l):

These sections of the Standard Specifications are null and void.

Section 102, Article 102.12: This section of the Standard Specifications is null and void and will be replaced with the requirements in Section 1 of the Instructions to Bidders.

Section 102, Article 102.15: This section of the Standard Specifications is null and void and will be replaced with the requirements in Section 2 of the Instructions to Bidders.

Section 103, Article 103.01: The reference to the "Director" in the first sentence will mean Lancaster County Board of Commissioners. The reference to "Thirty Days" in the second sentence will be amended to 90 days.

Section 103, Article 103.04: This section of the Standard Specifications is null and void and will be replaced with Paragraph 20 of the Instructions to Bidders.

Section 103, Article 103.05: This section of the Standard Specifications is null and void and will be replaced with Paragraph 20 of the Instructions to Bidders.

Section 103, Article 103.06 Paragraph 1(a) and 1(b):

This section of the Standard Specifications is null and void and will be replaced with Paragraph 13 of the Supplemental Instructions to Bidders.

Section 103, Article 103.06 Paragraph 2(b):

This section of the Standard Specification will be amended to read as follows:

Proceed with the execution of the contract after the 10 day period when all required documents have been correctly submitted.

Section 105, Article 105.02 Paragraph 7:

The address for submittal of shop drawings and working drawings will be amended to:

Lancaster County Engineering Department
444 Cherrycreek Road, Bldg "C"
Lincoln, NE 68528
Attn: Shop Drawings

Section 107, Article 107.12: This section of the Standard Specification is null and void.

Section 107, Article 107.13: This section of the Standard Specification is null and void

Section 109, Article 109.07 Paragraph 3(b):

This section of the Standard Specifications is null and void.

PROJECT SCHEDULE, SUPPLIERS AND SUBLETTING

GENERAL

The Contractor will prepare and submit at the pre-construction conference a Method of Completion. Said schedule will show the calendar, with the days of the week, week-ends and holidays indicated. The schedule will indicate the time periods during which major elements of the work will be begun and completed. The schedule will indicate the time periods during which the subcontracted work will be performed. The schedule will demonstrate that the project can be completed within the time allowed for the contract. Said schedule will accurately depict the interrelationship of various major elements of the work. Said schedule will be detailed to the extent that the completion of critical tasks performed by either the Contractor or his Subcontractors will be evident. Finally, the schedule submitted will be reproducible for distribution to all Subcontractors and other interested parties (i.e. Public Utilities, Emergency Service Providers, etc...)

SUBLETTING OR ASSIGNMENT OF THE CONTRACT

The Contractor's attention is directed to Section 108.01 of the Standard Specifications, Sections 108.01 Paragraphs 7 and 8 will be considered null and void.

All other portions of Section 108.01 will be considered part of the contract agreement.

LIST OF SUBCONTRACTORS

The Contractor will furnish and submit to the County a list of Subcontractors he proposes to use on the project. The list will also indicate the items of work which each Subcontractor is expected to complete. This list will be submitted at the pre-construction conference.

INDEPENDENT CONTRACTOR

- It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the County or to any benefits made to County Employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

LIST OF SUPPLIERS

The Contractor will furnish and submit to the County a list of suppliers of construction products he proposes to use on the project. (i.e. ready mixed concrete, pre-cast concrete products, culverts, asphalt products, etc...)

The Contractor need NOT specify where he plans to obtain incidental items as they must be selected from the current State of Nebraska Department of Roads pre-approved products list. Said list will be submitted at the pre-construction conference.

UTILITIES

GENERAL

The location of all aerial and underground utility facilities may not be indicated in these plans. Underground utilities whether indicated or not, will be located and flagged by the utilities at the request of the contractor. No excavation will be permitted in the area of underground utility facilities until such facilities have been located and identified to the satisfaction of all parties and then only with extreme care to avoid any possibility of damage to the utility facility.

SURVEYING

CONSTRUCTION SURVEYING

The Contractor shall be responsible for all construction surveying on this project in compliance with *Section 114 of the Standard Specifications* with the exception of *Section 114, Article 114.01, Paragraph 2*, which shall be considered null and void.

CONSTRUCTION SITE CONTROL

GENERAL

To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its Subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the current edition of the Manual on Uniform Traffic Control Devices and the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska. The placement of such barricades and signs shall be reviewed by the County Engineer's Office prior to commencement of the project to ensure compliance. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossing, construction equipment and any obstacles created during construction of the project.

The Contractor will be required to give the Project Engineer forty-eight (48) hour notice prior to commencing work at any site on the Contract.

All barricades, construction signs and non-standard signs required by the Barricade Plans will be properly erected prior to commencing work at a particular site.

The Contractor will be allowed to close the road to all but local traffic at each site while pursuing the work on the contract

The Contractor may, upon giving the proper notice, close the road and begin work on the Contract. Once work has begun at a particular site, the work will be pursued vigorously to completion. The Contractor will maintain an adequately sized work force supported by the necessary equipment every working day until all work at the site is completed and the road re-opened to traffic.

The Contractor will be permitted to work at ALL site(s) at a time without the consent of the Project Engineer.

However, once construction has begun at a particular culvert site, the Contractor will complete all work at that site within the working days allowed.

USE OF EASEMENT AND RIGHT-OF-ENTRY DURING THE WORK

The Contractor shall have the right to enter the property shown on the plans to accomplish the work in this Contract. It is the intent of this specification to limit the Contractor's use of the existing and new right-of-way, temporary and permanent easements, or right-of-entry areas to those portions actually required to perform the work under this Contract as directed by the Project Engineer. The Contractor will not be permitted to disturb those areas which are not directly related to work required under the Contract. The Project Engineer will have the sole authority to determine what portions of the property may be disturbed.

TRAFFIC CONTROL

Section 104.05 (3.) of the Standard Specification is null and void and is replaced by the following:

The Contractor will barricade and sign the project and detour in accordance with the Plans included in these Special Provisions. The Contractor will maintain both the barricades and construction signs throughout the duration of the project.

There will be no detour route provided on any site of this project.

PROVISIONS FOR TRAFFIC

The Contractor will at all times, to the extent practicable, provide facilities for continuous uninterrupted egress and ingress to and from the nearest intersecting public roads or streets for local traffic which has its origin or destination within the limits of the project.

BARRICADES

All barricades and sign supports furnished under this specification will be compliant with the National Cooperative Highway Research Program (NCHRP) Report #350 (Test Level -3)

The barricades will be provided by the Contractor in accordance with the Barricade Plan for each site as indicated in the plans for the project or as directed by the Project Engineer. All barricades furnished shall be Type II or Type III and will be equipped with Type "A" flashing lights.

All barricades required by the Barricade Plan will be properly erected prior to any work beginning at the construction site. Maintenance of and payment for barricades will be in accordance with *Subsection 937.09 of the Standard Specifications*.

Once work on the project site(s) has been completed, the Project Engineer will direct the Contractor to pick up and remove the barricades, construction signs and the appurtenances thereto. The Contractor or his subcontractor will perform the removal work within five (5) calendar days. If in the event the removal is not done within the time period specified, Lancaster County forces will remove and store, at the nearest maintenance facility, the items described above. A fee of \$50.00/hour for each hour will be charged for the removal expense incurred by County forces. The expense will be reduced from any payments due the Contractor.

CONSTRUCTION SIGNS

All construction signs furnished under this specification will be compliant with the National Cooperative Highway Research Program (NCHRP) Report #350 (Test Level - 3).

The construction signs will be provided by the Contractor in accordance with the "Barricade Plan or as directed by the Project Engineer. Each construction site will be barricaded; however, no sites will have a designated detour route or a detour plan.

The work will include furnishing each sign regardless of size or message. All signs furnished shall be reflectorized with a material that has a smooth, sealed outer surface which will display approximately the same size, shape, and color both day and night.

All signs furnished for use in work areas designated for the project shall meet all applicable standards and specifications prescribed in Parts II and V and Part VI of the latest edition of the *Manual On Uniform Traffic Control Devices (M.U.T.C.D.)*. See the "Detour Plans" attached to *Special Provisions*.

It is the intent of this specification that the construction signs specified herein be fastened to the Type III barricades or 4" x 4" wooden posts of adequate length as shown on the plans or called for in the *Special Provisions*. If in the opinion of the Project Engineer this method of erection proves unsatisfactory, the Contractor will be required to provide the necessary sign supports and fasteners at no additional cost. All construction signs and non-standard signs required by the barricade plan or the detour plan will be erected prior to any work beginning at the construction site.

Payment for construction signs will be measured by the number of calendar days each sign remains in use on the project regardless of the size, type, mounting method, or message appearing on the sign. The unit for this work shall be known as a "Sign Day". This price shall be full and complete compensation for furnishing all labor, material, equipment, and other incidentals necessary to provide, erect, maintain, repair, and remove construction signs.

The County will supply non-standard signs to be attached to posts, Type II or Type III barricades by the Contractor to aid in the control of traffic during the work. The Contractor shall remove and return the signs to the County upon completion of the work. The installation, maintenance, and removal of non-standard signs will not be paid for directly but will be subsidiary to the items for which direct payment is made.

FLAGGER

The Contractor will furnish the services of a flagger if directed to do so by the project engineer. Flagging services will be provided in accordance with *Section 422.03 Paragraph 3 of the Standard Specifications*. The Contractor will be compensated in accordance with *Section 422.04 Paragraph 3 of the Standard Specifications*. The Contractor will be compensated at the contract unit price per half day or day as specified in the Proposal, regardless of the site to which the flagger is deployed.

CLEARING AND GRUBBING

GENERAL

Section 202.03, Paragraph 1, of the Standard Specifications is amended as follows:

"General Clearing and Grubbing" will be a lump sum pay item. General Clearing and Grubbing includes removing all trees whose circumference is 40 inches or less at 40 inches above ground level, and stumps whose circumference is 40 inches or less at (or near) ground level.

Section 202.03, Paragraph 2C of the Standard Specifications is void.

Section 202.04, Paragraph 3 of the Standard Specifications is amended to read as follows:

Clearing and grubbing is not subsidiary to the pay item "Large Tree Removal".

Section 202.04, Paragraph 4 of the Standard Specifications is amended to read as follows:

All trees removed whose circumference is 40 inches or less at 40 inches above ground level and all stumps removed whose circumference is 40 inches or less at (or near) ground level is subsidiary to the pay item "General Clearing and Grubbing".

The Contractor will not be allowed to dispose of trees, stumps, logs, down timber, shrubs, brush, weeds or other herbaceous material resulting from clearing or grubbing operations on the project right-of-way or easements.

REMOVAL

REMOVAL OF EXISTING BRIDGE

The item, "Remove Structure at Station" shall be in accordance with the pertinent provisions of Section 203 of the Standard Specifications. The Contractor is solely responsible for the safe and controlled removal of the bridges.

The existing abutments and bents (if applicable) shall be entirely removed. The existing abutment and bent piling shall be cut-off as specified in these special provisions.

Any lead plates or steel painted with paint containing lead that is encountered shall be recycled in the same manner described for lead plates in Paragraph 3 (Environmental Requirements) in Section 203.01 of the Standard Specifications. All other work involved with the removal and handling of this structural steel shall be in accordance with Section 732 of the Standard Specifications.

All material resulting from the removal of non-salvageable bridge components shall become the property of the Contractor and shall be promptly removed from the right-of-way.

Table 203.01 of the Standard Specifications is void and superseded by the following:

Location	Pile Cut-off
Excavation or embankment areas	2 feet below finished grade
Stream Channels (between high banks)	2 feet below defined flow line elevation
All other areas	2 feet below natural ground

Basis of Payment

Pay Item	Pay Unit
Remove Structure at Station	1 Each (EA)

Payment shall be full compensation for removal of bridge.

EXCAVATION AND EMBANKMENT

EXCAVATION (ESTABLISHED QUANTITY)

Work to be done under this section of the Special Provisions will consist of channel excavation, channel clean-out, or channel shaping as shown on the grading cross-sections.

Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

In the event that all the excavated material from channel excavations and the like cannot be utilized at the construction site, the said material as well as any of the material resulting from the removal of structures and other non-salvageable construction debris becomes the property of the Contractor and shall be promptly removed from the right-of-way.

EXCAVATION FOR STRUCTURES

Paragraph 3.b.(6) of Section 702.04 of the *Standard Specifications* is amended to read as follows:

The excavation associated with the preparation of a structure or the removal of a structure shall not be included in the quantity of excavation for pipe culverts and headwalls or excavation for box culverts when the structure is within the limits of the excavation for the new culvert or its headwalls. Excavation for the preparation of a structure or removal of a structure shall be subsidiary to the contract item of "Remove Structure at Station" as addressed in *Section 203 of the Standard Specifications*.

Paragraph 3.b.(7) of Section 702.04 of the *Standard Specifications* is void.

DEWATERING EXCAVATIONS

The Contractor will note that some work sites in this contract may have standing water under the existing culvert or bridge. The Contractor may be required, by the Project Engineer, to dewater these locations prior to beginning the construction. Dewatered conditions will be maintained by the Contractor throughout the construction process. The method used to dewater these sites will be left entirely to the discretion of the Contractor.

There will be no direct payment for furnishing, placing, operating, and removing cofferdams, pumps, dikes, or cribs used by the Contractor to dewater a particular construction site. The aforementioned work will be considered subsidiary to items of work for which direct payment is made.

EMBANKMENT FOR CULVERTS

The work of placing and compacting Embankment shall be considered to be a Class III Embankment and shall conform to *Section 205, Article 205.03, Paragraph 3 of the Standard Specifications*. The Contractor will exercise caution while placing the embankment material. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

RIPRAP AND TOPSOIL

PLACING ROCK RIPRAP, TYPE "B"

The Contractor will exercise caution while placing the riprap material around and under the culvert to avoid. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

SALVAGE AND PLACE EXISTING ROCK RIPRAP (ESTABLISHED QUANTITY)

The work covered by this section of the Special Provisions will include furnishing all labor, material, overhead, equipment, transportation, supplies, tools, supervision and other incidentals necessary to excavate, stockpile, and replace the existing rock riprap which is located on the channel banks and in the channel invert upstream, downstream, and beneath the bridge. This work will be done in accordance with the lines and grades which are shown in the Plans. The replacement of the existing rock riprap which was salvaged will be completed prior to ordering additional rock riprap, Type "B".

The Item "Salvage and Place Existing Rock Riprap (Established Quantity) will not be measured for payment. The Contractor will receive payment based on the quantity shown in the Plans. The price will be considered full and complete compensation for the work described herein.

SALVAGING AND PLACING TOPSOIL

The work included and covered in this section to the Special Provisions is described in Section 207 of the Standard Specifications with the following amendments:

Section 207.01 will be amended to read:

The Contractor will remove the excavated material from the locations shown on the plans, stockpile it, and place the salvaged material on the areas to be protected by rock riprap. The Contractor will NOT be required to cover the rock riprap areas located below the ordinary high water line of channels at a bridge or culvert site. It is the intent of this Special Provision that the Contractor use the excavated material deemed on the Plans as "waste" to accomplish this work.

Section 207.03 Paragraph 3a. will be amended to read:

The areas to be covered with topsoil as indicated in the Plans. The Contractor will place and tamp the topsoil (using placing equipment) until a 6" thick layer of material covering the rock riprap has been achieved.

Section 207, Article 207.03, Paragraph 3b., 3c., 3d., 5a. and 5b. are null and void.

Section 207, Article 207.05, Paragraph 2 is null and void.

All areas for which placement of topsoil is required shall also be seeded, fertilized and protected by an erosion control method approved by the Project Engineer.

EROSION AND SEDIMENT CONTROL

INSTALLATION OF TEMPORARY AND PERMANENT EROSION/SEDIMENTATION CONTROL MEASURES

The work covered in this section of the Special Provisions will include furnishing all labor, materials, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals necessary to provide and install the erosion/sedimentation control measures.

Erosion/sedimentation control measures will consist of work such as Temporary Ditching or Diking, Cat Tracking, Contour Cultivation, Temporary Silt Fence, and Temporary Erosion Checks, Seeding - Types "A", "B", and "Cover Crop", Mulch - Types "Hay", "Straw", and "Hydromulch", Fabric Silt Fence - Types High and Low Porosity, Erosion Checks - Type "Wattle", Class 1 "D" Light Weight Double Net Erosion Control Blanket, and Class 2 - Type "C" Turf Reinforcement Mat.

The Contractor shall use hydromulching methods on this project according to the provisions below on areas where the rock riprap is to be covered with topsoil. Hydromulching methods may be substituted for other erosion control methods as approved by the project engineer.

The Contractor will be required to develop and submit at the pre-construction conference a Temporary Erosion/Sedimentation Control Plan. These measures shall be installed by the Contractor as soon as possible after mobilization to the project site. The Contractor or his subcontractor will be required to maintain the temporary erosion/sedimentation control measures for the entire duration of the project.

Permanent erosion/sedimentation control features shall be incorporated into the project at earliest practical time at locations as directed by the project engineer. The Contractor or his subcontractor will be required to maintain the permanent erosion/sedimentation control measures on this project until a 75% cover of desirable species has been obtained.

In no case will a particular site remain unprotected in excess of 7 calendar days. Failure to complete/maintain the erosion/sedimentation control within the 7 day period will result in a \$250.00 penalty per location per calendar day for each calendar day a site remains unprotected. This penalty will be deducted from any monies due and payable to the Contractor for other work on the Contract.

The erosion/sedimentation control work will be measured for payment as prescribed in the relevant sections of the Standard Specifications. The Contractor will receive contract unit price for the items specified in the proposal. This payment will be full and complete compensation for the work described herein.

Class 1 "D" Light Weight Double Net Erosion Control Blanket shall be installed in accordance with the Plans and as described in Section 807 of the Standard Specifications. The blanket material must be selected from the State of Nebraska Department of Roads approved products list and will be paid for under the item "Erosion Control, Type 1-D".

The seed and fertilizer will be installed beneath the erosion control blanket and in accordance with Sections 803 and 804 of the Standard Specifications.

PIPE

CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

Culvert pipe with spiral corrugations which conform to the requirements of AASHTO M-36 and all other provisions of the *Standard Specifications* (for sizes up to and including 144" diameter) are acceptable, if and only if, they are manufactured with annular corrugations at the ends of each section of pipe supplied and if they are manufactured with a continuously welded seam. A "spot welded" or "lock seam" shall not be allowed on spiral corrugated pipe.

The only coupling or connecting bands acceptable are the corrugated type band. All culvert pipe bands shall be a minimum of two feet wide.

REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

Culvert pipes that require mitering of the culvert end to conform to the face of the headwall or culverts with damaged coating shall be repaired with a zinc-rich paint in accordance with Method 2 of *Subsection 1061.02* in the *Standard Specifications*.

No direct payment will be made for the aforementioned mitering and repair of metallic coatings but will be considered subsidiary to items for which direct payment is made.

CORRUGATED POLYETHYLENE PIPE

The use of corrugated, polyethylene pipe conforming to the requirements of AASHTO M-294 has not been approved by Lancaster County and is unacceptable for use on this project.

CONCRETE BOX CULVERTS

CRUSHED ROCK BASE COURSE FOR BOX CULVERTS

The work covered in this section of the Special Provisions will include furnishing all labor, materials, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals necessary to provide and install a crushed rock base course beneath box culverts, in accordance with the Plans.

The Contractor will supply crushed rock conforming with requirements of *Section 1033, Paragraph 1, 2, 7f, 7g, 7h and Table 1033.08 of the Standard Specifications*.

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per cubic yard for the item "Crushed Rock Base Course For Box Culverts". This price will be considered full and complete compensation for the work described herein.

The Contractor will be permitted to substitute crushed concrete for the crushed rock described above. The crushed concrete will conform with the requirements of *Section 1033, Paragraph 9, Table 1033.11*.

TAPPING CONCRETE BOX CULVERT

Section 723 of the Standard Specifications for Highway Construction is null and void but shall be amended to read as follows:

Subsection 723.01 – Description

This item shall consist of all work that is necessary to provide openings in new or existing drainage or sewer facilities and for new connections into these structures at the locations and dimensions specified in the plans or as ordered by the Engineer.

Subsection 723.02 – Construction Methods

The junctions of the pipes and structures shall be sealed and cut flush in a neat and workman-like manner in accordance with the plans or as directed or approved by the Engineer. This work will be limited to tapping culvert pipe into box culvert wings or box culvert barrels as shown on the plans. The 6' Stub-out for Tap Pipe shall be cast in place at the time the wing concrete is poured. Stub-out shall be supported until wing is backfilled.

Subsection 723.03 – Method of Measurement and Basis of Payment

The completed work, accepted by the Engineer, will be measured for payment as single units of work regardless of the size of the pipe and structures involved and will be paid for at the contract unit price per each for the item "Tapping Concrete Box Culvert". This price shall be full compensation for all labor, equipment, materials, tools, and incidentals necessary to complete the work.

The Contractor will field bend or clip all reinforcing steel in the box culvert barrel or wing to provide a minimum of 2" clearance. The Contractor will furnish the additional reinforcing bars, shown on the plan, around the culvert pipes whose outlets are tapped into the box culvert barrel or wing.

The work of field bending or clipping reinforcing steel and furnishing and installing additional reinforcing bars around penetrations in box culverts or other structures will not be paid for directly; it will be considered subsidiary to items of work for which direct payment is made.

STEEL PILING FOR "TURNDOWN" CONSTRUCTION

The Contractor is hereby notified that turndowns will be constructed of 5'-0" long 7 gauge steel sheet pile and reinforced as shown on the plans. The use of concrete turndown construction will not be allowed on this Contract.

WEEP HOLE FOR SUBGRADE DRAINAGE

If the Engineer determines the weep holes are necessary to drain the structure, he may direct the Contractor to install them. The exact number and spacing of the holes shall be determined by the Engineer. The County will provide the Contractor 4" PVC pipe for installation in the formwork and the hailscreen and gravel for installation behind the wall. The work of installing weep holes will not be paid for directly but will be considered subsidiary to the work for which direct payment will be made.

BACKFILLING

BACKFILL FOR STRUCTURES

It is the intent of these plans and specifications that Section 702.03, Backfill for Structures, be amended to provide that the backfilling operation will not be considered complete until it has progressed to an elevation at least equal to that of the original roadway when the structure is located on a roadway which is earth or gravel/rock surfaced. In the case where the new structure is higher than the elevation of the original roadway, the Contractor will backfill to an elevation which provides a minimum of 18" of cover over the entire structure.

If the structure is located on a paved roadway, the backfill operation will not be considered to be complete until it has progressed to an elevation equal to that of the proposed subgrade shown on the plans. If there is not enough suitable material to meet these backfill requirements, additional material will be provided to the Contractor by the County and placed by the Contractor. The material used in backfilling these structures will be compacted to 100% of its maximum density as determined by NDR T-109. Flowable fill material will not be allowed for use in backfilling structures on this project.

The work of placing backfill to the aforementioned lines and grade will not be paid for directly but will be considered subsidiary to the work for which direct payment has been made.

SURFACING

INCORPORATING CRUSHED ROCK SURFACING

After finish grading work has been completed, the Contractor will furnish and spread crushed rock surfacing to all road surfaces included in the project. The crushed rock will be spread as follows.

- 1) On 41' wide roads, the crushed rock will be spread approximately 35' wide x 2" deep.
- 2) On 36' wide roads, the crushed rock will be spread approximately 30' wide x 2" deep.
- 3) On 30' wide roads, the crushed rock will be spread approximately 28' wide x 2" deep.

After the crushed rock has been spread, the Contractor will incorporate the crushed rock into the subgrade by scarifying the upper six inches of the subgrade where the rock surfacing has been placed. The crushed rock and scarified material shall be thoroughly mixed by discing methods to obtain a uniform material throughout the scarified section. The scarified section shall then be compacted and shaped in accordance with the compaction requirements and typical cross sections shown in the plans. In most cases, the application of water by the contractor will be necessary to achieve compaction.

Incorporating crushed rock into the subgrade shall be measured by the station (100'). Payment shall be made at the contract unit price for the item "Incorporating Crushed Rock Surfacing." This price shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work. Water applied while incorporating the crushed rock surfacing shall be measured separately and paid for at the contract unit price for the item "Water".

CRUSHED ROCK SURFACE COURSE

The work included in this section of the Special Provisions will include furnishing all labor, material, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals to furnish, load, haul, spread crushed rock surface course materials as shown on the Plans.

The crushed rock surface course material will meet the requirements described in the applicable Sections 1033.01, 1033.02 and 1033.03 of the Nebraska Department of Roads Standard Specifications for Highway Construction.

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per ton for the item "Crushed Rock Surface Course". The price will be considered full and complete compensation for the work described herein.

REVEGETATION

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

All areas protected by rock riprap, (exclusive of those areas beneath a bridge) will be topsoiled, fertilized, seeded, and protected by "Hydromulching" above the ordinary water line. Other methods must be approved by the project engineer.

All areas within the right-of-way or easements disturbed by construction will be fertilized, seeded, and protected by "Erosion Control, Class 1-D" as indicated in the Plans. Hydromulching methods may be substituted for other erosion control methods as approved by the project engineer.

The work covered by this section of the Special Provisions will include the work described in Sections 803 and 804 of the Standard Specifications and as shown on the Plans.

Sections 803.04 and 803.05 will be amended to provide payment in square yards rather than by the acre.

Section 803, Article 803.3, Paragraph 6, shall be amended as follows: The Contractor will not be allowed to use hydraulic seeders or hydro-seeding methods on this project.

The work covered by this section of the Special Provisions will correspond to the work described in *Section 803* of the *Standard Specifications*.

The following seed mixture shall be used for type "A" seeding work indicated in the Plans:

Species	Lbs. of PLS/Acre
Brome	10
Switchgrass – Pathfinder, Blackwell, Trailblazer	2.25
Hairy Vetch	2.25*
Red Clover	2.25*
Oats/wheat (wheat in the fall)	20

* Includes Inoculation

Section 805, Article 805.02 Paragraph 1 (b) is null and void

PLS (*pure live seed*) is a term used in the seed industry to describe the percentage of a quantity of seed that will germinate. It is a tool for comparing the quantity of seed lots.

FERTILIZER

The work covered by this section of the Special Provisions will correspond to the work described in *Section 804 of the Standard Specifications*. No measurement is required. This work will not be paid for directly but shall be considered subsidiary to seeding, erosion control, and all other items that required fertilizer.

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N ₂)	36 lbs.
Available Phosphoric Acid (P ₂ O ₅)	96 lbs.

Rate of application of granular sulphur coated urea fertilizer shall be:

Nitrogen (Total Available)	0 lbs.
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The contractor may, at his opinion, apply granular urea formaldehyde in lieu of the sulphur coated urea fertilizer at the following rate:

Nitrogen (Total Available)	0 lbs.
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HYDROMULCHING

Description

This work shall consist of furnishing and placing hydromulch on areas shown in the plans or as directed by the Engineer.

Material Requirements

1. Hydromulches will be specified in the contract and selected from the Approved Products List.
 - a. Bonded Fiber Matrix (BFM) is a hydraulically-applied matrix containing organic defibrated fibers and cross-linked insoluble hydro-colloidal tackifiers to provide erosion control and facilitate vegetation establishment. The products are designed to be functional for a minimum of 6 months.
2. The hydromulch shall be delivered to the site in packaging that clearly identifies the manufacturer, type of hydromulch and weight per bag.
3. The Contractor shall provide the necessary water required for the hydromulching operation.

Construction Methods

1. The Contractor shall apply the hydromulch within 24 hours after planting the seed or as directed by the Engineer. The hydromulch shall be applied uniformly over tilled areas with a hydromulch machine.
2. Application Rates
 - a. Hydromulch shall be applied at the rate recommended by the manufacturer based on the gradient of the slope it is being applied to.
 - b. The Engineer may direct the Contractor, in writing, to adjust the application rate resulting in an increase or decrease the required tons of hydromulch.
3. The Contractor shall refer to the manufacturer's recommendations for appropriate matrix to water ratios.
4. The hydromulch shall be applied in such a way as to provide for complete and uniform coverage. The Contractor shall apply the hydromulch from opposing directions or as directed by the Engineer.

Method of Measurement

1. Hydromulch is measured by the ton.
2. The weight of hydromulch applied will be computed on the basis of the weight per bag multiplied by the number of bags used.

Basis of Payment

1. Pay Item: Hydromulch
Pay Unit: Ton
2. Final Quantity Determination:
 - a. If the computed tons of the hydromulch applied are within 5 percent (+/-) of the tons required as determined by the approved application rate, the final pay quantity will be the computed weight.
 - b. If the computed tons of the hydromulch applied are less than 95 percent of the tons required as determined by the approved application rate, the Contractor shall apply additional hydromulch at locations as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate.

- c. If the computed quantity of the hydromulch applied exceeds 105 percent of the tons required as determined by the approved application rate, the final pay quantity will not exceed 105 percent of the tons required as determined by the approved application rate.
- d. If upon visual inspection, the Engineer determines that the hydromulch application is "light" in some areas, even though the required tons as determined by the approved application rate was applied to the overall area of application, the Contractor shall apply additional hydromulch as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate. The quantity of hydromulch applied that is in excess of 105 percent of the tons required as determined by the approved application rate shall be at no additional cost to the County.
3. Direct payment for water incorporated into the hydromulch will not be made. Water is subsidiary to the item of Hydromulch.
4. Payment is full compensation for all work prescribed in this Section.

PAYMENT OF SEEDING/FERTILIZER

In areas where "Mulch" and "Hydromulch" are specified/allowed, the Contractor will be paid directly for furnishing and applying the seed and fertilizer under the item(s) "Seeding, Type "A" ", "Seeding, Type "B" ", or "Cover Crop Seeding".

In areas where the use of Class 1 - Type D Light Weight Double Net Erosion Control Blanket is specified in the plans, the Contractor will not be paid directly for furnishing and applying the seed and fertilizer, rather it will be considered subsidiary to the item "Erosion Control, Class 1-D".

PERMITS

NATIONWIDE SECTION 404 PERMIT

Work on this project requires authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office. The authorization **has NOT** been obtained by Lancaster County for the work. The authorization contains "General Conditions", "Regional Conditions" and "Special Conditions". The Contractor may not begin work until notified by the project engineer that authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office has been obtained.

The Contractor will conduct all construction operations in accordance with the terms of the permit and conditions specified for this site.

There will be no direct payment for the cost of compliance with the permit conditions specified above, these costs will be considered subsidiary to items of work for which direct payment is made.

The Contractor will prepare and submit at the pre-construction conference a Non-Storm Water Pollution Prevention Plan.

MISCELLANEOUS NOTES

FUEL COST ADJUSTMENT

Section 205.05 Paragraph 16 is null and void.

SALE TAX EXEMPT STATUS

The Contractor is hereby advised that this project is sales tax exempt. The Contractor will be issued a Purchasing Agent Appointment and Sales Tax Exempt Certificate for the work on this project.

WEED-FREE STANDARDS

NEBRASKA WEED-FREE/GRAVEL/BORROW PIT STANDARDS

The Lancaster County Weed Control Authority requires all contractors, subcontractors and suppliers furnishing gravel, crushed rock, asphalt, concrete, earth borrow, and granular backfill on the project to notify the Lancaster County Weed Authority of the location at which the materials are being produced or obtained. Inspection of the gravel pit or borrow pit will be done by Lancaster County Weed Authority who will fill out the "Certificate of Inspection" contained in these Special Provisions.

This obligation may be met by contacting:

Lincoln-Lancaster County Weed Authority
Brent Meyer
444 Cherrycreek Rd., Bldg. "B"
Lincoln, NE 68528
Ph 402-441-7817 or weeds@lancaster.ne.gov

The Contractor will not be directly compensated for the contract or for compliance with the "Nebraska Weed-Free Gravel/Borrow Pit Minimum Standards. This work will be considered subsidiary to items of work for which direct payment is made.

The Contractor will be required to provide the locations of all gravel and borrow pits that will be used in the performance of this contract at the pre-construction conference.

Nebraska Weed-Free Gravel / Borrow Pit Minimum Standards

Gravel / borrow area shall be free of noxious weeds or undesirable plant species identified in the following list and those weeds declared noxious within the state and county of destination.

1. Gravel/borrow material shall be inspected in the State/Province of origin by proper officials or authority.
2. Gravel/borrow material shall also be inspected in the area of origin (area shall include, but not limited to, surrounding ditches, top soil piles, gravel/sand piles, fence rows, roads, easement, right-of-way, working areas, storage areas, and a buffer zone surrounding the area.)
3. Gravel/borrow material shall be inspected prior to movement by the proper officials or authority.
4. Gravel/borrow area which contains any noxious weeds, or undesirable plant species, as identified in the following list, may be certified if the following requirements are met:
 - a) Area upon which the gravel/borrow material was mined was treated to prevent seed formation or seed ripening to the degree that there is no danger of dissemination of the seed, or any injurious portion thereof from such noxious weeds, or undesirable plant species, or the propagating parts of the plant are not capable of producing a new plant.
 - b) Noxious weed(s) or undesirable plant species was treated not later than rosette to bud stage, or boot stage for grass species.
 - c) Treatment method can include but is not limited to: 1) burning, 2) mowing, cutting or rouging, 3) mechanical methods, or 4) chemicals.
5. An inspection certificate shall document that the above requirements have been met based upon a reasonable and prudent visual inspection.

Minimum Guidelines for gravel / borrow material inspections:

The inspector will follow the following inspection procedures:

1. The entire border shall be walked or driven.
2. All storage areas, gravel/sand piles shall also be inspected and meet the standards.
3. Around all equipment, crushers, and working areas must be inspected to meet the standards.
4. Areas shall be inspected regularly at least twice a year in the growing season.
5. An inspector may not inspect gravel/borrow material of which said inspector has ownership or financial interest.

Nebraska Weed Free Forage Certification Standards List

Canada thistle	<i>Cirsium arvense</i>
Leafy spurge	<i>Euphorbia esula</i>
Musk thistle	<i>Carduus nutans</i>
Plumeless thistle	<i>Carduus acanthoides</i>
Diffuse knapweed	<i>Centaurea diffusa</i>
Spotted knapweed	<i>Centaurea maculosa</i>
Purple loosestrife	<i>Lythrum salicaria</i> and <i>L. virgatum</i> (including any cultivars and hybrids)
Saltcedar	<i>Tamarix ramosissima</i> Ledeb
Phragmites	<i>phragmites australis</i> , subspecies <i>australis</i>
Knotweeds	
• Japanese	<i>Fallopia japonica</i>
• Giant	<i>Fallopia sachalinensis</i>
Sericea lespedeza	<i>Lespedeza cuneata</i>

Lancaster County Weed Free Forage Certification Standards List

Common teasel	<i>Dipsacus fullonum</i>
Cutleaf teasel	<i>Dipsacus laciniatus</i>

NEBRASKA WEED-FREE GRAVEL / BORROW CERTIFICATION OF INSPECTION

NGCS/ LCWCA-15
Pit inspection history
____ 1st year
____ 2nd year
____ 3rd year
____ 4 or more years (specify)

Date ____ / ____ / ____
NGCS No. NE ____ / ____ / ____
STATE PERMIT # _____

Lancaster County Weed Control Authority. NE002-_____
This certifies that the gravel pit described herein, has been inspected according to the *Nebraska and *Lancaster County certification standards. The objective of the program is to help prevent and slow the speed of the Designated Noxious Weeds by providing gravel/borrow material that is free* of the potential for transport and dispersal of listed weed species.

Operator _____ Phone: _____ - _____ - _____

Mailing Address _____ City _____ State _____ Zip _____

Pit Location _____ County _____ Acres inspected _____

Material description: (Sand / Gravel / Rock / Top soil) _____

Level of certification: (check one)

A. ____ **EXCEEDS** requirements of the Nebraska and Lancaster County certification standards and contains only the specified gravel/borrow material with **no** nonnative plants noted.

B. ____ **MEETS** requirements of the Nebraska and Lancaster County certification standards. This gravel/borrow material contains variable amounts of annual weeds and/or other weeds **not listed** as prohibited or noxious per Nebraska or Lancaster County standards.

(Weeds noted): _____

C. ____ **MINIMUM** requirements of the Nebraska and Lancaster County certification standards are met. *This gravel/borrow material contains variable amounts of prohibited or noxious weed species which were immature, (no viable seed) when treated to prevent seed formation. These plant parts, although not usually desirable in the gravel/borrow material, are considered unable to begin new infestations.

(Weeds noted): _____

Additional comments: _____

D. ____ **FAILED** Explanation _____

REQUIREMENTS

Gravel/borrow material must be certified to the NAMWA certification standards and inspected by proper officials. Inspection shall include, but not limited to, surrounding ditches, top soil piles, gravel/sand piles, fence rows, roads, easement, right-of-way, working areas, storage areas and a buffer zone surrounding the area.

Certification shall be based on a reasonable and prudent visual inspection. This certification terminates on:

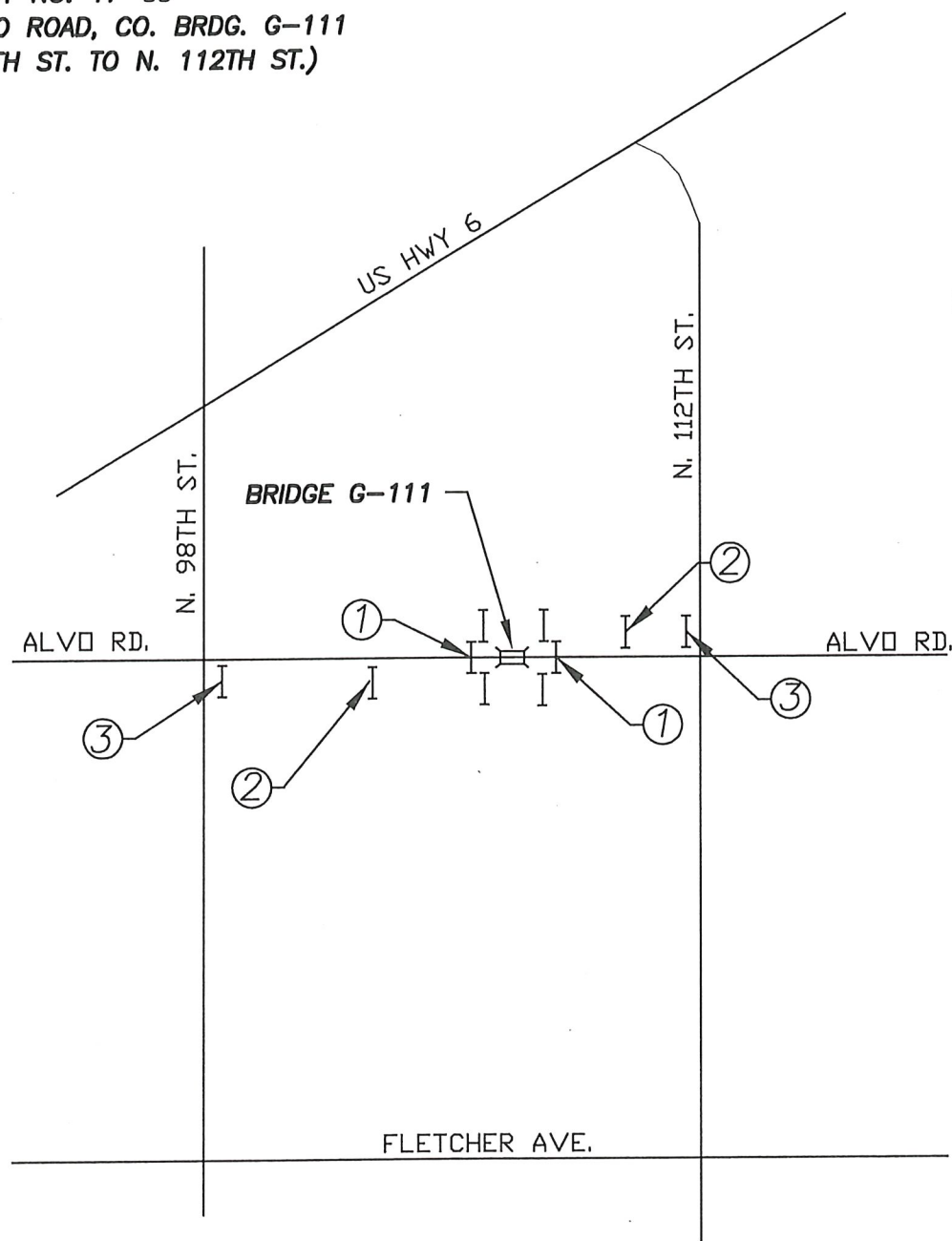
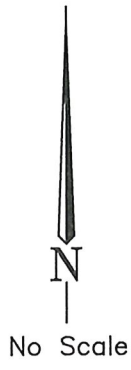
Date: ____ / ____ / ____

Certified by: _____ Title _____







*Nebraska State listed noxious weeds (see *Gravel Pit Minimum Standards document*)
*Lancaster County listed noxious weeds (see *Gravel Pit Minimum Standards document*)

• **Disclaimer:** Certified gravel/borrow material may have viable seeds from previous years. Plant seed cannot be killed by registered pesticides. Certification consists of a prudent and visual inspection for that year (s) certification for this pit. Previous years may have had seed drop that can still be viable. This is a buyer beware program.

**BARRICADE PLAN FOR
PROJECT NO. 17-09
W. ALVO ROAD, CO. BRDG. G-111
(N. 98TH ST. TO N. 112TH ST.)**

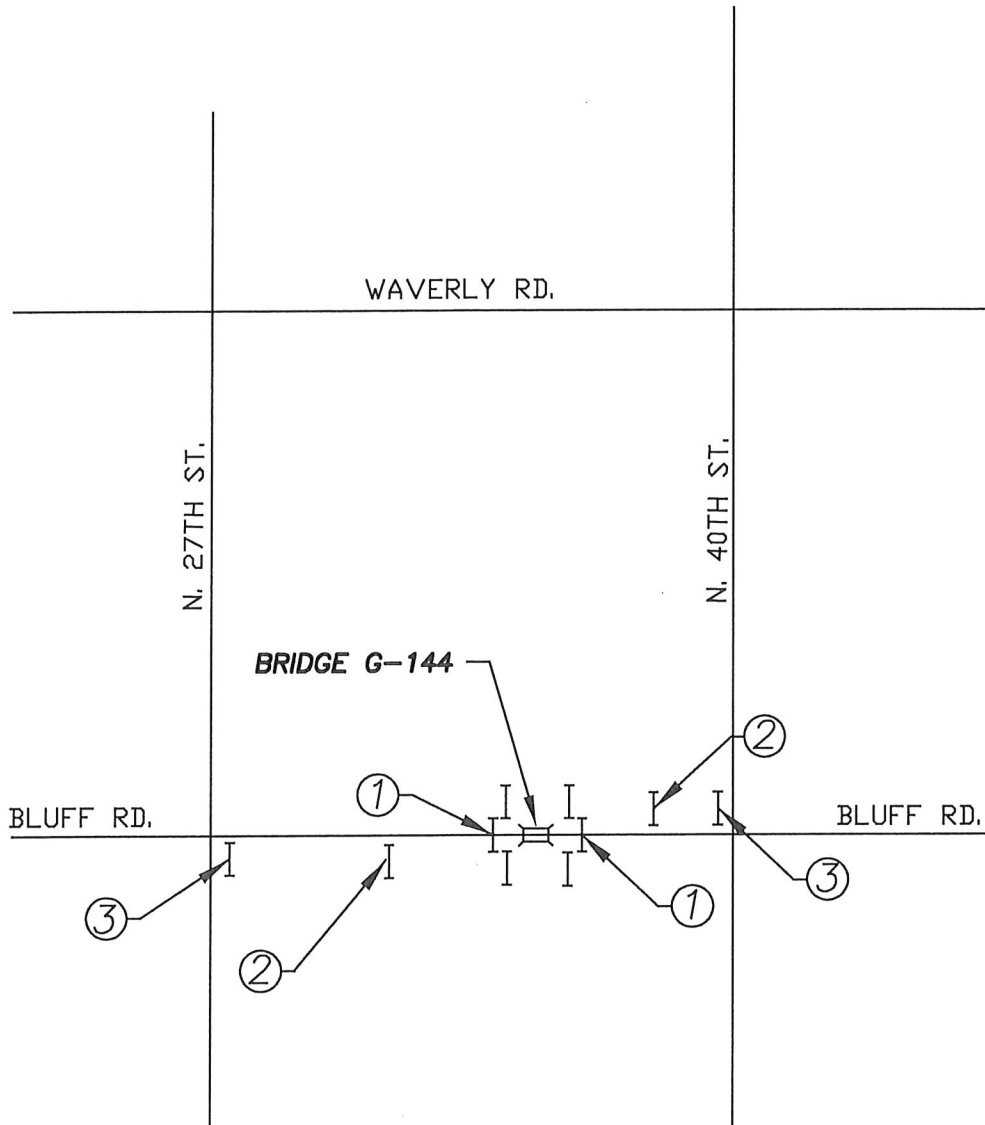
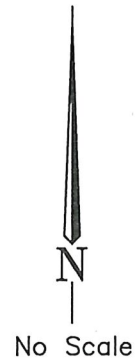


- ① "Road Closed" -(R11-2)
- ② "Road Closed 500'" -(W20-3b)
- ③ "Bridge Out 1/2 Mile Ahead -(R11-3b)
Local Traffic Only"

-  Flagman
-  Traffic Drum
-  42" Reflectorized Cone
-  Barricade, Type III; with Type "A" Light
-  Barricade, Type II; with Type "A" Light
-  Sign Stand or Sign Mounted on Wood Post

Barricades, Type III	10	Barr.Day/Day
Barricades, Type II	0	Barr.Day/Day
Construction Signs	6	Sign Day/Day

**BARRICADE PLAN FOR
PROJECT NO. 17-09
W. BLUFF ROAD, CO. BRDG. G-144
(N. 27TH ST. TO N. 40TH ST.)**



- ① "Road Closed" -(R11-2)
- ② "Road Closed 500' -(W20-3b)
- ③ "Bridge Out 1/2 Mile Ahead -(R11-3b)
Local Traffic Only"

	Flagman	
	Traffic Drum	
	42" ReflectORIZED Cone	
	Barricade, Type III; with Type "A" Light	
	Barricade, Type II; with Type "A" Light	
	Sign Stand or Sign Mounted on Wood Post	
	Barricades, Type III	10 Barr.Day/Day
	Barricades, Type II	0 Barr.Day/Day
	Construction Signs	6 Sign Day/Day

PERFORMANCE AND LABOR AND
MATERIAL PAYMENT BOND

Bond No. HGMG-10-A15-1194

KNOW ALL MEN BY THESE PRESENTS, that we, TCW Construction Inc. as principal, hereinafter referred to as "Contractor," and Hudson Insurance Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of * _____ Dollars and _____/100 (\$377,025.15) lawful money of the United States for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns jointly and severally, firmly by these presents.

* Three Hundred Seventy-seven Thousand Twenty-five And 15/100

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor has entered into a certain contract with the County, dated _____, _____, which contract hereby defined to include all contract documents (instructions to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings) is by reference hereby made a part hereof and is hereinafter referred to as "Contract" for Project No. **Bid No. 18-172, County Project 17-09** Nebraska. **Concrete Box Culverts G-111 and G-144, Bid No. 18-172, County Project 17-09**

NOW, THEREFORE, IF THE Contractor (1) shall in all particulars well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the Contract according to the true intent and meaning in each case AND save harmless and defend the County from all suits, judgments, damages, costs, charges, and expenses which may accrue from failure to do so AND make good any and all guarantees which the Contract may require of the Contractor or of the subcontractors; and (2) shall duly pay for all labor, materials, equipment, tools, repairs on machinery, provisions, utilities, fuels, lubricants, and all other supplies or materials actually used or rented by the Contractor or by the subcontractors in performance of the Contract including all insurance premiums on insurance required by the Contract together with interest as provided by law - THEN this obligation shall be and become null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect the Surety's obligation on this bond; and the Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, this bond is executed this 31st day of July, 2018

TCW Construction Inc.

Contractor

Joseph M Delgado
President

141 M Street Lincoln, NE 68508
Address

Hudson Insurance Company

Surety

Robert T. Cirone
Attorney-in-fact **Robert T. Cirone**

735 S. 56th St Lincoln, NE 68510
Address

Jessie A. Snea
Witness

141 M St. Lincoln NE 68508
Address

Luzanne Westerbalt
Witness

735 S. 56th St Lincoln, NE 68510
Address

(Accompany this bond with Attorney-in-fact's authority from Surety, certified to include the above date of the bond.)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly signed on this 8th day of April, 2014 at New York, New York.



Attest... [Signature] Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By [Signature] Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 8th day of April, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

I, the undersigned and the seal of said Corporation this 31st day of July, 2018.



By [Signature] Dina Daskalakis, Corporate Secretary



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TCW Construction Inc.
141 M Street
Lincoln, NE 68508

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William St, 5th Fl
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Lancaster County, Nebraska
440 S 8th St Ste 200
Lincoln, NE 68508

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Concrete Box Culverts G-111 and G-144

Project Number, if any:

Bid No. 18-172, Project No. 17-09

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of June, 2018

(Witness)

(Witness)

TCW Construction Inc.

(Principal)
(Title) PRESIDENT (Seal)

Hudson Insurance Company

(Surety)
(Title) Robert T. Cirone, Attorney-in-Fact (Seal)

Init.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 24th day of May, 2016 at New York, New York.

(Corporate seal)



Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 24th day of May, 2016 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067353 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion; to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In witness the hand of the undersigned and the seal of said Company this 27th day of June, 2018

By Dina Daskalakis, Corporate Secretary

CONTRACT AGREEMENT

RE: PURCHASING AGENT APPOINTMENT

The Contractor performing work for the County of Lancaster, Nebraska, will be issued a Purchasing Agent Appointment signed by the Purchasing Agent of the County. It is to be used by the Contractor and his subcontractors when purchasing tangible personal property to be actually incorporated into the contract work including materials incidental but necessary to the performance of the contract, provided that such materials are actually incorporated into the contract work. It does not apply to either (1) the purchase of materials to be used but not incorporated into the contract work including but not limited to form lumber, scaffold, etc.; or (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Contractor or his subcontractors and used in performing the contract work.

Purchase qualifying as aforesaid shall be considered as being made by the County. The County shall be obligated to the vendor for the purchase price; but the Contractor or subcontractor, as the case may be, shall handle all payments therefore on behalf of the County. The vendor shall agree to make demand or claim for payment of the purchase price from the County by submitting an invoice to the Contractor or subcontractor. Title to all materials and supplies so qualifying shall vest in the County directly from the vendor; and regardless of the method of payment, title shall vest in the County as otherwise provided in the contract with the County. The Contractor or subcontractor shall not acquire title to any material incorporated into the project. All invoices shall bear the Contractor's or subcontractor's name as agent for the County.

The Contractor may reproduce copies of this Contract Agreement and of the original of the aforesaid Appointment and Certificate to furnish to his suppliers on each invoice or order. The Contractor shall enter the supplier's (the vendor's) name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent."

The Contractor shall provide each subcontractor with a copy of this Contract Agreement; and of said Appointment and Certificate, the Contractor shall add the subcontractor's name and address in the places provided therefore. Each subcontractor is hereby given the authority to reproduce copies of the copy of said Appointment and Certificate thus provided him by the Contractor and to furnish the same to his (the subcontractor's) suppliers on each invoice or order, and the subcontractor shall complete and sign the same for his purchases in like manner as above set forth for the Contractor.

Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Name and Mailing Address of Purchaser				Name and Mailing Address of Seller			
Name Lancaster County				Name TCW Construction Inc.			
Legal Name							
Street or Other Mailing Address 555 S. 10th St.				Street or Other Mailing Address 141 M Street			
City	State	Zip Code		City	State	Zip Code	
Lincoln	NE	68508		Lincoln,	NE	68508	

Check Type of Certificate

Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.

Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A.) Exempt Purchase (Complete Section B.) Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate	
Description of Property or Service Purchased	
I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.	
I further certify that we are engaged in business as a: <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Lessor	
Description of Product Sold, Leased, or Rented	
of _____	
My Nebraska Sales Tax ID Number is 01-_____.	
If none, state the reason _____	
or Foreign State Sales Tax Number _____ State _____	

Section B—Nebraska Exempt Sale Certificate	
The basis for this exemption is exemption category <u> 1 </u> (See the list of Exemption Categories and corresponding numbers on reverse side).	
If exemption category 2 or 5 is claimed, enter the following information:	
Description of Property or Service Purchased	Intended Use of Property or Service Purchased
_____	_____
If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05-_____	
Do not enter your Federal Employer ID Number.	
If exemption category 6 is claimed, the seller must enter the following information and sign this form below:	

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No

Section C—For Contractors Only	
1. Purchase of building materials or fixtures.	
<input type="checkbox"/> As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: _____.	
2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of _____ (exempt entity)	
<input type="checkbox"/> As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.	

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Lori L. Innes
Authorized Signature

Asst. Purchasing Agent
Title

8-21-18
Date

Lori L. Innes
Authorized Signature Name (please print)

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records. Sellers cannot accept incomplete certificates.

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit health care organizations that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers, watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name TCW Construction Inc.			Name Lancaster County		
Street or Other Mailing Address 141 M Street			Street or Other Mailing Address 555 S. 10th St.		
City	State	Zip Code	City	State	Zip Code
Lincoln,	NE	68508	Lincoln,	NE	68508
Name and Location of Project			Appointment Information		
Name Concrete Box Culverts G-111 and G-144			Effective Date (see Instructions) <i>Aug. 21, 2018</i>		
Street or Other Mailing Address			Expiration Date <i>Jan. 15, 2019</i>		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Lancaster County	NE		N/A (Gov't)		
Identify Project Bid No. 18-172 - Project No. 17-09					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign here ▶

Zai Z. J. J. J. _____ *Asst. Purchasing Agent* _____ *8-21-18* _____
Authorized Signature of Governmental Unit or Exempt Organization Title Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor			Delegation Information
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign here ▶

Joseph M. Delgado _____ *PRESIDENT* _____ *7-31-18* _____
Signature of Prime Contractor or Authorized Representative Title Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are NOT exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to Contractor Information on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a Nebraska Resale or Exempt Sale Certificate, Form 13, with Section C,

Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor's authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

LANCASTER COUNTY
EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this mis-classification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this mis-classification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, *Neb. Rev. Stat. §§ 48-2901 to 48-2912* (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing service, (3) such contractor has complied with *Neb. Rev. Stat. § 4-114* requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to *§ 48-2912 of the Employee Classification Act*.

NOW, THEREFORE, Lancaster County adopts the following policy as to the bid and award of contracts to contractors for construction and delivery services with Lancaster County;

The Purchasing Agent shall immediately include in the County's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to , minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the Contract by the County.

(3) Contractor additionally agrees to include the following provision in each subcontract entered into with a subcontractor as part of the contractor's contract with the County.

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contract under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligation with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the subcontract with the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employees, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the Lincoln-Lancaster County Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the County and is a ground for rescission of the contract by the County.

(5) The County shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the County under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the County who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the County for a stated period of time.

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of *Neb. Rev. Stat. § 48-604* and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or county contractual requirements.

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purpose of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, JOSEPH M DELGADO, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with *Neb. Rev. Stat. 4-114*.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with state or any political subdivision pursuant to *Neb. Rev. Stat. 48-2912* of this Act.
6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

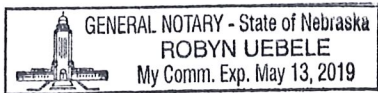
PRINT NAME: JOSEPH M DELGADO
 (First, Middle, Last)

SIGNATURE: Joseph M Delgado

TITLE: PRESIDENT.

State of Nebraska)
)ss.
 County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this
1st day of August, 2018.



Robyn Uebele
 Notary Public

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
**FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2019

DATE (MM/DD/YYYY)

7/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED TCW CONSTRUCTION, INC 1378870 141 M STREET LINCOLN, NE 68508	INSURER A : BITCO General Insurance Corp		20095
	INSURER B : Travelers Property Casualty Co of America		25674
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES 1187648 **CERTIFICATE NUMBER:** 15521144 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	CLP3668384	5/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CAP 3 668 383	5/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	ZUP-51M60549	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 3 668 382	5/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Bid #18-172 - Project #17-09 - Concrete Box Culverts G-111 & G-144. Lancaster County is an additional insured on general liability, including ongoing/completed operations, and automobile liability on a primary and non-contributory basis if required by written contract. Waiver of subrogation on workers compensation in favor of the additional insured where allowable by law. 30 day notice of cancellation will be given to the holder, except for 10 days due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

15521144
 Lancaster County
 555 South 10th Street
 Lincoln NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRANSPORTATION CONTRACTORS EXTENDED
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Care, Custody or Control |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| I. <input checked="" type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | X. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| L. <input checked="" type="checkbox"/> Suits Against Dredges and Barges | |
| M. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but

only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2 Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

- 1.** "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
- 2.** "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
 1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3) and 2.j.(4)** of **SECTION I, COVERAGE A** , do not apply to the use of elevators.
2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of **SECTION I, COVERAGE A** . is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured

as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage – Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or
 - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

GENERAL LIABILITY

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
TCW CONSTRUCTION, INC.		CLP 3 668 384
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4194	(08/16)	IMPORTANT NOTICE
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-5066	(08/16)	POLICYHOLDER NOTICE
GU-2368	(04/16)	AUDIT INFORMATION
GU 2510	(06/96)	QUICK REFERENCE - COMMERCIAL GENERAL LIABILITY COVERAGE PART
GU-2990	(05/00)	FLOOD INSURANCE NOTICE
GOX 2278	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2281	(12/92)	SCHEDULE OF PREMISES LOCATIONS
GOX 2281	(12/92)	SCHEDULE OF PREMISES LOCATIONS
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
CLP-2584	(04/16)	COMMERCIAL LINES POLICY DECLARATIONS
IL 00 17	(11/98)	COMMON POLICY CONDITIONS
IL 00 21	(05/02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 01 01	(11/13)	MISSOURI CHANGES
IL 01 05	(10/08)	MISSOURI CHANGES - POLLUTION
IL 01 22	(09/07)	NEBRASKA CHANGES - ACTUAL CASH VALUE
IL 01 60	(01/16)	KANSAS CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IL 01 64	(07/02)	NEBRASKA CHANGES - APPRAISAL
IL 02 59	(12/17)	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 61	(09/07)	KANSAS CHANGES - CANCELLATION AND NONRENEWAL
IL 02 74	(02/13)	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
IL 02 76	(09/08)	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IL 09 35	(07/02)	EXCLUSION OF CERTAIN COMPUTER RELATED LOSSES
IL 09 53	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
GL-2438-PKG	(04/16)	COMMERCIAL GENERAL LIABILITY DECLARATIONS
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
CG 00 01	(04/13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 01 09	(11/85)	KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS
CG 26 25	(04/05)	MISSOURI CHANGES - GUARANTY ASSOCIATION
GL-2784	(09/11)	EXTENDED LIABILITY COVERAGE
* GL-3086	(09/11)	TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE
L 1751b	(09/14)	EXCLUSION (ASBESTOS)
L 2474a	(02/99)	EXCLUSION - LEAD
CG 03 00	(01/96)	DEDUCTIBLE LIABILITY INSURANCE
CG 04 35	(12/07)	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG 25 04	(05/09)	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
CG 02 06	(10/14)	IOWA CHANGES - NOTICE OF CANCELLATION FOR CONTRACTORS
CG 21 09	(06/15)	EXCLUSION - UNMANNED AIRCRAFT
CG 21 47	(12/07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67	(12/04)	FUNGI OR BACTERIA EXCLUSION
CG 21 73	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 86	(12/04)	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 22 34	(04/13)	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79	(04/13)	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG 26 50	(04/13)	MISSOURI CHANGES - MEDICAL PAYMENTS
GL-4302	(09/14)	SILICA EXCLUSION
GL-4666	(01/11)	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED	POLICY NUMBER
TCM CONSTRUCTION, INC.	CAP 3 668 383
GU-4497	(09/16)
FLEET RISK MANAGEMENT INFORMATION	
GU-3076	(04/16)
PRIVACY STATEMENT	
GU-4320	(05/04)
ADVISORY NOTICE TO POLICYHOLDERS	
AF-0003	(11/16)
2016 COMMERCIAL AUTO MISCELLANEOUS FORMS REVISIONS ADVISORY NOTICE TO POLICYHOLDERS	
GOX 2278	(12/92)
SCHEDULE OF NAMED INSURED	
GOX 2279	(12/92)
SCHEDULE OF FORMS AND ENDORSEMENTS	
AP-0003-1	(04/16)
BUSINESS AUTO COVERAGE FORM DECLARATIONS	
AP-0003-2	(04/16)
BUSINESS AUTO COVERAGE FORM DECLARATIONS PART 2	
AP-0003-3	(04/16)
BUSINESS AUTO COVERAGE FORM DECLARATIONS PART 3	
AP-0003-4	(04/16)
BUSINESS AUTO COVERAGE FORM DECLARATIONS PART 4	
AP-0004	(10/13)
BUSINESS AUTO COVERAGE FORM DECLARATIONS SUPPLEMENT HIRED OR BORROWED MOBILE EQUIPMENT OR FARM EQUIPMENT	
AA-3024	(10/00)
COMPOSITE RATE ENDORSEMENT	
AA-2709A	(10/01)
AUTO SCHEDULE	
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AA-2709A	(10/01)
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new liability

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SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
TCW CONSTRUCTION, INC.		WC 3 668 382
RC-1382	(04/16)	SAFETY SERVICES
GU-2368	(04/16)	AUDIT INFORMATION
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4194	(08/16)	IMPORTANT NOTICE
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4873	(04/16)	POLICYHOLDER NOTICE - NOTICE OF TERRORISM INSURANCE COVERAGE
P-419	(04/16)	TO THE INSURED - INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS
RC-4200	(04/16)	SAFETY SERVICES - MISSOURI
WC-2198	(09/14)	NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE MEDICAL BENEFITS DEDUCTIBLE FOR NEBRASKA WORKERS' COMPENSATION
WC 540-NE	(04/16)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 00 00 00C	(01/15)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 10	(04/84)	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT
WC 00 03 11A	(08/91)	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
* WC 00 03 13	(04/84)	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 04 04	(04/84)	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 06	(03/85)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 06A	(08/95)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 21D	(01/15)	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC 00 04 22B	(01/15)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 24 04 06D	(08/16)	MISSOURI EMPLOYER-PAID MEDICAL ENDORSEMENT
WC 24 06 04B	(01/17)	MISSOURI AMENDATORY ENDORSEMENT
WC 00 03 02	(04/84)	DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT
WC 00 04 14	(07/90)	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 00 04 19	(01/01)	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 25	(05/17)	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC 15 04 01A	(01/10)	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01A	(01/87)	KANSAS CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 24 03 02	(01/14)	MISSOURI NOTIFICATION OF ADDITIONAL MESOTHELIOMA BENEFITS ENDORSEMENT
WC 24 04 01	(01/90)	MISSOURI CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC 24 06 01B	(01/96)	MISSOURI CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 24 06 02B	(07/06)	MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT
WC 26 04 02	(01/95)	NEBRASKA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

LANCASTER COUNTY ENGINEERING DEPARTMENT CHANGE ORDER
 SUPPLEMENTAL AGREEMENT NO. 1 - EXTENSION OF CONTRACT

11/20/2018	PROJECT NO.: 17-09 BIDNO.: 18-172 CONTRACT NO.: C-18-0482
CONTRACTOR: TCW Construction Inc.	LOCATION: G-111 – On Alvo Rd. between N. 98 th St. & N. 112 th St. G-144 – On Bluff Rd. between N. 27 th St. & N. 40 th St.
GROUPS OF WORK: N/A	STATION: G-111 – Sta. 40+00 G-144 – Sta. 20+14
SUPPLEMENTAL TO CONTRACT FOR WORK ON PROJECT NUMBER: 17-09; Concrete Box Culverts G-111 and G-144	DATE OF ORIGINAL CONTRACT: 08/07/2018
WE HEREBY REQUEST APPROVAL OF CHANGES IN THE PLANS, SPECIFICATIONS, OR WORK NOT INCLUDED IN THE PLANS OR CONTRACT DESCRIBED AS FOLLOWS: Due to circumstance beyond the control of the contractor, the project completion date of December 15, 2018 is being extended to July 1, 2019. A new Form 17 will need to be issued to the contractor due to a current expiration date of 01/15/18. The new expiration date will be determined by the Purchasing Department.	
APPROVED PROJECT ENGINEER – CHAD PACKARD, P.E. Signature: <i>Chad Packard</i>	
APPROVED COUNTY ENGINEER - PAMELA L. DINGMAN, P.E. Signature: <i>Kenneth D. Schroeder For Pam Dingman</i>	NAME OF CONTRACTOR TCW Construction Inc.
	AUTHORIZED BY (SIGNATURE) <i>Joseph M Delgado</i> Print Name: JOSEPH M DELGAO ,

EXECUTED this 4th day of December, 2018.

APPROVED AS TO FORM THIS 4th DAY

OF December 2018.

Jay Huey

 LANCASTER COUNTY ATTORNEY

LANCASTER COUNTY BOARD OF COMMISSIONERS

COUNTY COMMISSIONERS

Deb Schorr

Todd White

Kevin J. Binkley

Bill Army



Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

FORM
17

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name TCW Construction Inc.			Name Lancaster County		
Street or Other Mailing Address 141 M Street			Street or Other Mailing Address 555 S. 10th St.		
City	State	Zip Code	City	State	Zip Code
Lincoln,	NE	68508	Lincoln,	NE	68508
Name and Location of Project			Appointment Information		
Name Concrete Box Culverts G-111 and G-144			Effective Date (see Instructions) December 3, 2018		
Street or Other Mailing Address			Expiration Date August 1, 2019		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Lancaster County	NE		N/A (Gov't)		
Identify Project Bid No. 18-172 - Project No. 17-09					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign here

Purchasing Agent
12/3/18

Authorized Signature of Governmental Unit or Exempt Organization Title Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor			Delegation Information
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign here

PRESIDENT
11/27/2018

Signature of Prime Contractor or Authorized Representative Title Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are **NOT** exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to Contractor Information on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

revenue.nebraska.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a Nebraska Resale or Exempt Sale Certificate, Form 13, with Section C,

Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor's authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

EXHIBIT 2

Bauer Unit Prices for Lancaster County Box Culverts					
Bid Item	Description	QTY	UM	Bid Unit Cost	Extended Total
10	General Clearing & Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00
20	Large Tree Removal	5	EA	\$ 800.00	\$ 4,000.00
30	Large Stump Removal	1	EA	\$ 475.00	\$ 475.00
40	Excavation	1272	CY	\$ 25.00	\$ 31,800.00
50	Rock Riprap Type B	505	TON	\$ 55.00	\$ 27,775.00
60	Salvaging & Placing Topsoil	68	TON	\$ 21.00	\$ 1,428.00
65	Salvaging & Placing Topsoil on RIPRAP	381	SY	\$ 13.00	\$ 4,953.00
70	Water	5	MG	\$ 40.00	\$ 200.00
80	Crushed Rock Surface Course	72	TON	\$ 25.00	\$ 1,800.00
90	Incorporating Crushed Rock Surfacing	3	STA	\$ 195.00	\$ 585.00
100	Remove Existing Structure	1	EA	\$ 600.00	\$ 600.00
110	Excavation for Box Culverts	354	CY	\$ 7.00	\$ 2,478.00
120	Excavation for Pipe	62	CY	\$ 8.00	\$ 496.00
130	Class 47B Concrete for Box Culverts	156.69	CY	\$ 425.00	\$ 66,593.25
140	Reinforcing Steel for Box Culverts	15169	LBS	\$ 1.75	\$ 26,545.75
150	Crushed Rock Base Course for Box Culvert	41	TON	\$ 70.00	\$ 2,870.00
160	Steel Sheet Piling for Turndown	911	SF	\$ 15.00	\$ 13,665.00
170	Tapping Concrete Box Culvert	3	EA	\$ 100.00	\$ 300.00
180	24 Culvert Pipe	145	LF	\$ 60.00	\$ 8,700.00
190	Class 47B Concrete for Headwalls	2.03	CY	\$ 1,130.00	\$ 2,293.90
200	Reinforcing Steel for Headwalls	124	LBS	\$ 2.75	\$ 341.00
210	Rental of Excavator	4	HR	\$ 130.00	\$ 520.00
220	Rental of Loader	4	HR	\$ 115.00	\$ 460.00
230	Rental of Skid Steer	4	HR	\$ 85.00	\$ 340.00
240	Rental of Dump Truck	4	HR	\$ 115.00	\$ 460.00
250	Temp Silt Fence	100	LF	\$ 5.00	\$ 500.00
260	Temporary Erosion Check Type Wattle	100	LF	\$ 5.00	\$ 500.00
270	Seeding, Type A	0.08	AC	\$ 3,200.00	\$ 256.00
280	Erosion Control, Type 1D	2500	SY	\$ 2.00	\$ 5,000.00
290	Hydromulch	0.16	TON	\$ 4,400.00	\$ 704.00
300	Fabric Silt Fence, High Porosity	100	LF	\$ 5.00	\$ 500.00
310	Erosion Control, Type Wattle	160	LF	\$ 5.00	\$ 800.00
320	Construction Staking & Surveying	1	LS	\$ 5,000.00	\$ 5,000.00
330	Barricade Type III	400	DAY	\$ 2.50	\$ 1,000.00
340	Construction Signs	240	DAY	\$ 2.50	\$ 600.00
350	Mobilization	1	LS	\$ 20,605.50	\$ 20,605.50
G-111 Subtotal					\$ 236,644.40
360	General Clearing & Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00
370	Large Tree Removal	5	EA	\$ 800.00	\$ 4,000.00
380	Large Stump Removal	1	EA	\$ 475.00	\$ 475.00
390	Excavation	889	CY	\$ 25.00	\$ 22,225.00
400	Rock Riprap Type B	541	TON	\$ 55.00	\$ 29,755.00
420	Salvaging & Placing Topsoil	297	SY	\$ 21.00	\$ 6,237.00
430	Water	5	MG	\$ 40.00	\$ 200.00

Bauer Unit Prices for Lancaster County Box Culverts

Bid Item	Description	QTY	UM	Bid Unit Cost	Extended Total
440	Crushed Rock Surface Course	72	TON	\$ 25.00	\$ 1,800.00
450	Incorporating Crushed Rock Surfacing	3	STA	\$ 195.00	\$ 585.00
460	Remove Existing Structure	1	EA	\$ 600.00	\$ 600.00
465	Remove Culvert Pipe	1	EA	\$ 300.00	\$ 300.00
470	Excavation for Box Culverts	300	CY	\$ 7.00	\$ 2,100.00
480	Excavation for Pipe	89	CY	\$ 8.00	\$ 712.00
490	Class 47B Concrete for Box Culverts	144	CY	\$ 435.00	\$ 62,640.00
500	Reinforcing Steel for Box Culverts	14850	LBS	\$ 1.75	\$ 25,987.50
510	Crushed Rock Base Course for Box Culvert	44	TON	\$ 70.00	\$ 3,080.00
520	Steel Sheet Piling for Turndown	786	SF	\$ 15.00	\$ 11,790.00
530	Tapping Concrete Box Culvert	3	EA	\$ 100.00	\$ 300.00
540	24 Culvert Pipe	150	LF	\$ 60.00	\$ 9,000.00
550	Class 47B Concrete for Headwalls	2.01	CY	\$ 1,130.00	\$ 2,271.30
560	Reinforcing Steel for Headwalls	123	LBS	\$ 2.75	\$ 338.25
570	Rental of Excavator	4	HR	\$ 130.00	\$ 520.00
580	Rental of Loader	4	HR	\$ 115.00	\$ 460.00
590	Rental of Skid Steer	4	HR	\$ 85.00	\$ 340.00
600	Rental of Dump Truck	4	HR	\$ 115.00	\$ 460.00
610	Temp Silt Fence	100	LF	\$ 5.00	\$ 500.00
620	Temporary Erosion Check Type Wattle	100	LF	\$ 5.00	\$ 500.00
630	Seeding, Type A	0.06	AC	\$ 3,200.00	\$ 192.00
640	Erosion Control, Type 1D	3277	SY	\$ 2.00	\$ 6,554.00
650	Hydromulch	0.12	TON	\$ 4,400.00	\$ 528.00
660	Fabric Silt Fence, High Porosity	100	LF	\$ 5.00	\$ 500.00
670	Erosion Control, Type Wattle	160	LF	\$ 5.00	\$ 800.00
680	Construction Staking & Surveying	1	LS	\$ 5,000.00	\$ 5,000.00
690	Barricade Type III	400	DAY	\$ 2.50	\$ 1,000.00
700	Construction Signs	240	DAY	\$ 2.50	\$ 600.00
710	Mobilization	1	LS	\$ 19,505.55	\$ 19,505.55
G-144 Subtotal					\$ 223,355.60
G-111 and G144 Total Cost					\$ 460,000.00